	rebruary		·
1	Page 14 than your attorneys at Moody & Warner about this	1	Page 16
1 2	case?	1 2	A. Yes.
3	A. No.	3	Q. Have you spoken to him about your deposition here today?
		4	
4 5	Q. Did you speak with other than the meetings that we've already talked about	5	* .
6	Ms. Olinger about your deposition here today?	6	Q. Are you paying Moody & Warner's fee in connection with this matter?
7		7	
8	A. In general conversation I would say, of	8	
9	course.  Q. And what did you discuss?	9	Q. Who is?  A. Ash and Donyelle.
10	A. Today's the day. It's getting close.	10	
11	We're almost there.	11	Q. Are you aware whether they are personally paying it or through RivenRock Staffing?
12	Q. Anything else?	12	A. I would imagine it's through RivenRock
13	A. Lots of votes of confidence. No shame. We	13	Staffing.
14	have nothing to hide. We have nothing to worry	14	
15		15	
16	about. Speak the truth, and state your case. I mean, that's been our theory and our theme through	16	A. The daily grind of everything that goes on, and when this came out, and this lawsuit was
	-		frivolously filed against us, there was a brief
17	the whole process.  Q. Anything else you discussed with	17	conversation that Ash and Donyelle said, Nobody
19	Ms. Olinger?	19	worry. Settle the team down. We'll take care of
20	A. No.	20	this and we'll support you guys through this whole
21	Q. What about Mr. Miller, did you discuss your	21	entire thing. So from that I've taken as fact that
22	deposition with him, other than the meetings with	22	Ash and Donyelle would be taking care of the attorney
23	counsel that we already discussed?	23	fees.
24	A. Same content. I've discussed with my	24	Q. Did you have any other discussions, other
25	entire team each one of our depositions, including	25	than that, about who would pay Moody & Warner's fees
	<u> </u>		,
1	Page 15 mine. And because there is not any substantive stuff	1	Page 17 in this case?
2	that we need to collaborate on, it's been more of a	2	A. No.
3	vote of confidence, saying we've got nothing to worry	3	Q. So in the other depositions I've done this,
4	about. State your statements. Tell the story. Tell	4	and I'll do the same to make sure we're on the same
5	the truth, and have faith in our country and our	5	page. I'm going to use the phrase "EmployBridge" to
6	system, and that's it.	6	refer to the EmployBridge family of companies,
7	Q. Did you talk to Mr. Jacquez about your	7	including all of its subsidiaries and affiliates; is
8	deposition?	8	that fair?
9	A. Same thing.	9	A. No.
10	Q. Same thing as Mr. Miller and Ms. Olinger?	10	Q. Why not?
11	A. There's been no deviations or any more	11	A. Because I never worked for EmployBridge.
12	involvement from one person to the next. It is	12	Q. When did you leave did you work for
13	equally spread across the Board. The message and the	13	Select Staffing?
14	theme is the same.	14	A. I did.
15	Q. What about Ms. Rose, have you spoken to her	15	Q. When did you leave Select Staffing?
1		1	
16	about your deposition?	16	A. February 5th.
16		16 17	A. February 5th.  Q. Of what year?
	about your deposition?		
17	about your deposition?  A. Yes.	17	Q. Of what year?
17 18	about your deposition?  A. Yes.  Q. And what did you discuss with her?  A. The same thing.  Q. And Mr. Abtahi, have you spoken to him	17 18	Q. Of what year? A. 2016.
17 18 19	about your deposition?  A. Yes.  Q. And what did you discuss with her?  A. The same thing.	17 18 19	Q. Of what year?  A. 2016.  Q. Is that before or after the merger with
17 18 19 20	about your deposition?  A. Yes.  Q. And what did you discuss with her?  A. The same thing.  Q. And Mr. Abtahi, have you spoken to him	17 18 19 20	Q. Of what year?  A. 2016.  Q. Is that before or after the merger with EmployBridge?
17 18 19 20 21	about your deposition?  A. Yes.  Q. And what did you discuss with her?  A. The same thing.  Q. And Mr. Abtahi, have you spoken to him about your deposition?	17 18 19 20 21	Q. Of what year?  A. 2016.  Q. Is that before or after the merger with EmployBridge?  A. The merger was still in progress when I
17 18 19 20 21 22	about your deposition?  A. Yes.  Q. And what did you discuss with her?  A. The same thing.  Q. And Mr. Abtahi, have you spoken to him about your deposition?  A. Yes.	17 18 19 20 21 22	Q. Of what year?  A. 2016.  Q. Is that before or after the merger with EmployBridge?  A. The merger was still in progress when I left. There was no definitive completion of the
17 18 19 20 21 22 23	about your deposition?  A. Yes.  Q. And what did you discuss with her?  A. The same thing.  Q. And Mr. Abtahi, have you spoken to him about your deposition?  A. Yes.  Q. What did you discuss with him?	17 18 19 20 21 22 23	Q. Of what year?  A. 2016.  Q. Is that before or after the merger with EmployBridge?  A. The merger was still in progress when I left. There was no definitive completion of the merger.

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### Page 170

- he went on a fairly long tangent about Steve Sorenson
- and Melissa Porter, and how bad he was treated, and
- how much he was screwed, and that that was such a bad
- time of his life and such a bad deal, that where he
- was at in his career, he just wanted to put it behind
- him and never look back. And he was done with
- wasting any more oxygen on them. And the
- conversation, basically, ended as -- you know, I'll
- <sup>9</sup> tell you what, I do have a lot to say, and I'd love
- to say it, but I'm not going to change my life or my
- schedule for -- to make this a priority. So, by all
- means, add me to the list. Have your attorneys
- contact me, and if I answer, I answer. If I don't,
- 14 I'm busy. If they happen to catch me, great. If
  - not, that's about as much as I want to be involved.
- Q. Have you had any communications with Ms. Coyman since that call?
- A. Yeah, we had quite a few conversations after that call.
  - Q. How many?

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- A. Somewhere between two and four, probably.
- Q. Between what time period and what time period?
- A. Shortly after that -- it was probably, I'll
- say a couple of weeks later he called me again to

# Page 172

Page 173

- commissions are down so much, it's such a joke, that
- they had to get rid of one of their cars. He's the
- only bread maker, and that he was just scared to
- reach out, and was working on some kind of a deal,
- possibly putting his own staffing company together
  - with him and Dave Bell.
    - Q. Is that the last time you've spoken to or
- 8 had contact with Dave Coyman?
  - A. Yes. I heard something from somebody that I confronted him on that call. I think I heard
- something about -- he said something to somebody -- I
- don't know if it was Theresa, April -- somewhere,
  - someone heard something that Dave Coyman had said "F
  - Shaun." And "he can go F himself."
    - And so when he called me that fourth time,
  - I was listening to his story, and he had just gotten
- fired. And I thought that it was kind of odd that he
- was considering being more interested in the class
   action lawsuit as well as Dave Bell. But Dave Bell
- action lawsuit, as well as Dave Bell. But Dave Bell
- was just scared to death to make any kind of
  movements or contacts. And Laddressed him a
- movements or contacts. And I addressed him and I
  addressed him and I
  addressed him and I
  addressed him and I
- said, Hey, Dave, before we hang up -- I don't like
- just sweeping things under the rug, so I'm just going
- to hit it right on the head. I hope it doesn't
  - offend you, but I heard a rumor that something was

# Page 171

- find out where Leyzcha was at, said that he had --
- said that he had -- I don't remember if it was that
- call -- I think a couple of weeks later, he called me
- 4 and I know it was specifically about trying to track
- down Leyzcha. I didn't have much information for
- him. It was a pretty short call. And then about, I
   don't know -- it's two, three, four weeks later,
- 8 somewhere in there, he called looking for a job.
- 9 They fired him.

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- Q. Chartwell did?
- A. Yes. They fired him, and he called looking for a job, to see if we had anything going. I told him, No, we didn't have anything going, and -- I
- think at that point -- I don't know if it was the third call or the fourth call -- I think that one was
- a pretty brief call -- pretty short. Asked how
  - things were going. Said, Good. Still trying to get it up and going.
    - And I think that was pretty much the gist of it, because the last time that we talked I think was the fourth time. It could have been probably another couple -- two or three weeks later. He called me and told me that Dave Bell was very interested in joining the class action lawsuit, but

he was scared to death. He had something about his

- said, and you said F Shaun. What's that all about?
- And he said, I'm not sure where you heard that.
- That's not true at all. Why would I have any reason
  - to say that.
  - I said, I don't know. That's why I wanted
- to address you frankly about it. And he said, No,
   dude, if I said that, I would tell you.
- I said, All right. I just wanted to make sure that there wasn't any kind of hostile -
  - something hadn't happened that I wasn't aware of, because I just don't understand why that would even be some form of a rumor.
  - He said, No, dude, we're fine. I would never say that.
  - Q. Was the last time you had any contact with him?
  - A. Yes
    - Q. Do you know what he's doing now?
  - I have no idea.
    - Q. You're currently employed as the
  - vice-president at RivenRock, correct?

    A. Correct.
    - Q. What do you do on a day-to-day basis?
    - A. Well, since the lawsuit, I have worked on trying to read and understand what is happening to

	Page 174	Page 176
1	us, produce all of the discovery. Obviously, trying	from your office in the RivenRock office in
2	to prepare our corporation to take a different route	<sup>2</sup> Albuquerque?
3	than what we originally planned on, trying to work on	3 A. No.
4	all of our infrastructure of our company.	4 Q. You never do?
5	Q. What does that mean?	5 A. No, I've taken phone calls. I mean, any
6	A. Well, in the early days, May and June we	time phone calls come in, of course I'm going to try
7	had a pretty rinky-dink network. I mean, we couldn't	7 to answer them and respond to them, but as far as
8	even if there were more than two computers on it,	8 working on that case while at RivenRock, not true at
9	we couldn't even send an e-mail or type an e-mail.	9 all.
10	It would take ten minutes for your words to	Q. You don't do any other than taking phone
11	Q. Early start-up stuff?	calls from folks, you don't do any work on the class
12	A. Yeah.	action lawsuit during business hours at your office?
13	Q. Let's say since November, what have your	A. Since the lawsuit was filed, there has not
14	responsibilities been on a day-to-day basis?	been one ounce of work, to my knowledge, or to the
15	A. Since November?	best of my recollection, on the class action.
16	Q. Since November, yeah?	Q. No phone calls since and you mean since
17	A. Managing my team, the culture of our	this lawsuit was filed?
18	company, making sure that we're compliant, making	A. I'm sure there have been quite a few people
19	sure we have the resources and supplies necessary to	who have reached out to me, and I've said, Hey, look,
20	live our culture. I have meetings with the team on a	we have been served litigation from EmployBridge, and
21	regular basis to make sure that we're living our	so for the time being the class action is on hold.
22	culture, and that we're polling our associates and	Do you want me to get back in touch with you once we
23	polling our clients to understand the level of	are through this process?
24	service that we're giving them.	And their response has been, Yes,
25	I mean, November, all of the way up to	absolutely whatever their response is. It is, for
	Page 175	Page 177
1	leading up to the depositions here, there's just been	Page 177  the most part, consistently yes, across the board.
1 2		
	leading up to the depositions here, there's just been	the most part, consistently yes, across the board.
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2 3 4	leading up to the depositions here, there's just been a lot of answering interrogatories and making sure that everything is gone through with a fine-toothed comb. I chase a lot of money. I'm involved in that	the most part, consistently yes, across the board. And there has not been any work done on it since I actually want to say July probably July 20th, is the last time it has even been looked at.
2 3 4 5	leading up to the depositions here, there's just been a lot of answering interrogatories and making sure that everything is gone through with a fine-toothed comb. I chase a lot of money. I'm involved in that portion of the business.	the most part, consistently yes, across the board. And there has not been any work done on it since I actually want to say July probably July 20th, is the last time it has even been looked at. Q. Of 2016?
2 3 4 5 6	leading up to the depositions here, there's just been a lot of answering interrogatories and making sure that everything is gone through with a fine-toothed comb. I chase a lot of money. I'm involved in that portion of the business.  Q. Do you have day-to-day contact with clients?  A. Not so much, no.	the most part, consistently yes, across the board.  And there has not been any work done on it since I  actually want to say July probably July 20th, is  the last time it has even been looked at.  Q. Of 2016?  A. Of 2016.  Q. Now, RivenRock, one of its clients is the  City of Albuquerque?
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	leading up to the depositions here, there's just been a lot of answering interrogatories and making sure that everything is gone through with a fine-toothed comb. I chase a lot of money. I'm involved in that portion of the business.  Q. Do you have day-to-day contact with clients?  A. Not so much, no. Q. Do you work on your class action lawsuit as part of your work at RivenRock?  A. Not really. Q. What do you mean by "not really"?  A. Well, in the early days when I left Select Staffing, I think I was in my attorney's office the following week. So, from probably the second or third week of February 2016, I've been inundated with hundreds and hundreds and hundreds of phone calls, sharing very similar stories to mine. And so there was some time spent during those early days on the class action lawsuit.  Q. The early days of RivenRock, you mean? A. Yeah, I mean, literally, from the time that	the most part, consistently yes, across the board. And there has not been any work done on it since I actually want to say July probably July 20th, is the last time it has even been looked at.  Q. Of 2016? A. Of 2016. Q. Now, RivenRock, one of its clients is the City of Albuquerque? A. Uh-huh. Q. Answer audibly. A. Yes. Q. Did you have any contact with anyone at the City of Albuquerque after leaving Select, and before the City put out a request for bid? A. Yes, I did. Q. Tell me about that? A. I made a phone call to Viola Cunningham, I believe in May late May, to just say, Hey, we're really sorry. I know we left at a really bad time. Q. Who's the "we" you're talking about? A. Me, Katherine. I just called her to just apologize for the way that we left. It was not our

#### Page 178 Page 180 1 1 positions were terminated by EmployBridge -- left segment from the temporary staffing code in which 2 2 them in a really bad spot. And I just wanted to they would have a solicitation, I would assume. 3 3 reach out to you and apologize and say, Hi. Q. Did she -- actually, let me ask you about 4 this. You said all of those positions -- you talked And she responded with, Oh, my gosh, where 5 5 have you been? What are you doing. It's so good to to her about all of the positions were being 6 hear from you. terminated by EmployBridge? 7 7 And I said, Well, it's great to hear your A. Yes. 8 Q. What do you mean by that? What are you voice, too. 9 9 She said, How are you doing? What are you referring to? 10 10 doing? A. Oh, well, let's see, sometime in November 11 I said, I'm with a new company. 11 or December, EmployBridge, there was -- I'm not sure 12 12 And she said, Have you gotten registered what started it, but EmployBridge had a new safety 13 yet? 13 officer come in to town. And I don't know what was 14 And I said, No, we're not going to compete 14 exactly -- remember, I just got back from Dallas five 15 15 for the City bid. or six months, didn't even know any of these people. 16 16 And she said -- and when I mentioned the 65 I think there was some sort of help desk ticket for a 17 17 positions that they terminated -- the class codes request of something along the lines of maybe APD 18 18 that they terminated, she said we have contracted academy trainers. And when the help desk ticket got 19 those all through 1099. Do you guys do any kind of 19 put into risk, risk just had a holy fit and said, 20 20 skilled labor? You're out of your mind. We don't do these 21 21 I said, Well, we're a really small company. positions. 22 22 We're not geared for big volumes. We're not set for And so then the next -- that started a 23 23 big volumes, and plus, I have a non-solicitation great, big -- kind of whirlwind of upper management 24 agreement with Select Staffing, and I would never 24 and executives and vice-presidents, and I think Sean 25 25 step on their toes. Poole got involved. And they started saying, Hey, Page 179 Page 181 1 1 She said, Oh, I totally get it. I've been wait. What is this city contract now? What's this 2 2 there before. I know, I've been working with all about? 3 3 staffing companies for 20 years. And so they started going through the --4 And I said, So there is no -- so, I said, 4 through all of the job descriptions, and they saw we No, we -- just that kind of conversation just went on 5 had people in shark tanks. We have horse handlers. 6 for a few minutes. And she said, Well, you guys can We had these APD trainers. There was just -- snake 7 7 still, at least, get registered. You don't have to handlers, all of these -- dog handlers. There was 8 8 bid on all of it. You can bid on just a portion of just a whole lot of positions that they were like, 9 9 holy crap, no. We don't do this. it, whatever you want to do. 10 I said, Great. She said, What's your 10 And there was quite a few clients, as well, 11 contact number, or how do I get ahold of you guys? 11 aside from the City, that they just kind of started 12 12 What's your e-mail address? going through the whole -- kind of our whole 13 13 I gave her my e-mail address, and she said, associate pool and what people do. And they 14 14 Great, I'll send you an e-mail so that you have determined there was, like, 65 positions -- job 15 Rebbekka's contact information, and I'm sure she'll 15 descriptions that were going to be terminated -- or 16 respond to you. It's great to hear from you. 16 65 positions total. It was five or six different 17 17 Great. And that was pretty much it. categories that they were terminating. 18 18 Q. What did you understand her to mean when Q. Out of how many positions that were filled 19 19 she said to you, You can bid on some of it; you don't for the City by Select? 20 20 have to bid on all of it? A. Well, if you look at it as like job 21 A. I would imagine that there's -- on the 21 descriptions, there are typically anywhere from 70 to 22 22 skilled side of it, that is not done through maybe 85 or 90 different job titles, and each one of 23 staffing. There was an opportunity there, if we 23 them has a different job description, pay rate, et 24 24 could do skilled, like, electricians and plumbers,

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And as they filtered through all of those

and heat and AC people -- there was a whole separate

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	Page 182	Page 184
1	job descriptions, and what people were actually	in a business line that almost no staffing company
2	doing, there is no way they could carry this over	would touch, unless it's a construction company.
3	into 2016 because their insurance company would not	Q. When you say it wouldn't interfere with
4	insure those positions. And so they terminated them,	your covenants and agreements, what are you referring
5	I believe I believe they terminated them, probably	5 (to?)
6	before going the last week of 2015, maybe the	A. Well, that's not competing with a piece of
7	first week of January.	business that Select Staffing had.
8	Q. So it was five or six job descriptions out	Q. What specific covenants are you referring
9	of the 80 or so different categories?	9 to?
10	A. Yes. Let's say 80 there are 80 job	A. The covenants that you keep referring to in
11	descriptions, 80 titles. There was, I believe, five,	the agreement that says I am not to solicit or
12	six or seven job titles that their insurance carrier	compete in this market.
13	would not carry going into 2016.	Q. Why were you worried about that those
14	Q. When you were at Select, did you have any	covenants?
15	conversations with anyone at the City of Albuquerque	A. Because I feel like I have an understanding
16	about their reaction to those five or six titles	of how EmployBridge is going to misconstrue and file
17	being terminated?	or seek litigation. So there was a sense of I
18	A. I think there was a lot of conversations,	think I can best say it this way: When I left Select
19	Julie and Paul, myself, Leyzcha.	Staffing, I'm aware of the application that you guys
20	Q. With the City of Albuquerque? I'm sure	have signatures on, and I would never do anything to
21	there were a lot of conversations internal to Select.	go against anything that could be implied that I'm
22	I'm asking, did you have any conversations about that	supposed to behave by.
23	with anyone at the City?	So the feeling of leaving is, Okay, if I am
24	A. Yes. I'm telling you about them. So with	going to do anything here locally, I'm going to make
25	Julie, with Paul, and with Leyzcha, we had numerous	sure that, regardless of whether I think my agreement
	Page 183	Page 185
1	discussions with the City about how disappointed and	is enforceable or not, I will not walk the line. I
2	how frustrating this is, and how painful it is going	will not approach a gray shaded area that can be
3	to be for them. And those conversations there	construed in a fashion that benefits them, to make me
4	were numerous of those conversations, all of the way	or anyone else that is with me, look bad.
5	up to the week that I left.	So it's an extremely important culture that
6	Q. Who at the City was on those conversations?	I have to live with every day that, taking the high
7	A. Susan Fisher, Viola Cunningham, Mona or	road I didn't need any of their business. I
8	Ramona Martinez, I believe. There might have been a	didn't need to take anything from them. I didn't
9	Mitsie, Billy, or Mitsie and of course, all of the	want to take anything from them. And I never had any
10	corporate risk department from EmployBridge and	intentions of taking anything from them or competing
11	Select Staffing were involved in all of those	with them.
12	conversations for the most part.	So that always has been an undertone to any
13	Q. After that May phone call that you had with	thought or process moving forward.
14	Viola Cunningham, when was the next time you had	Just being cognitive and aware of what
15	contact with anyone at the City of Albuquerque?	their capabilities are, there was no need or no
<mark>16</mark> )	A. She had fired off an e-mail to me that day,	desire whatsoever to poke the bear.
<b>17</b>	I think just within a couple of hours of me talking	Q. After that May 2016 e-mail exchange with
18	to her. And then there was, I believe I copied	Ms. Cunningham, when is the next time that you or
19	Catherine Olinger on a return e-mail to her, saying,	anyone else at RivenRock had contact with anyone at

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the City?

A. I think within a little few minutes,

Rebbekka Tynan had send back an e-mail saying, Hey,

there you are -- that's where you are, Catherine, or

something like that, and sent a whole -- a whole,

like, be sure to go here and get registered and all

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Thanks, it was great talking to you. I believe that

And, again, the only reason why we would

look at those is because that wouldn't interfere with

any of our covenants or agreements. It's a subsector

there was a little bit of innuendo as to possibly

looking at those skilled positions.

#### Page 186 Page 188 1 1 then, I believe -- I want to say that there was 2 2 something -- there was a reason why I had the idea to And truth be told, we had already done 3 3 that. We didn't need those instructions. That whole find out. And I wonder -process was completed long before that. Q. To find out what? 5 Q. When was that process completed? 5 A. To find out when the RFP was going to come 6 A. I believe it was completed on 3/16. Q. 3/16 of 2016? 7 Q. When you reached out on July 15th of 2016, 8 A. Three -- somewhere around -- March or how did you know that a request for proposal was 9 9 April, when we brought Amber Fluitt on. forthcoming? 10 10 Q. When you say that process was completed, A. I didn't. 11 you mean registration in the E Procurement system of 11 Q. Well, you said you reached out to say, 12 the City of Albuquerque? 12 When's it coming? 13 A. No, Sycom.net. Amber registered nationally 13 A. I think, if you look back at all of my 14 14 for all RFPs throughout the nation that Sycom e-mails, there was probably an e-mail to the City 15 administers. And that was that. 15 going back three and a half years, or maybe longer --16 Q. What was the next communication that you or 16 every four or five or six months, because my 17 anyone else at RivenRock had with anyone at the City 17 superiors were constantly asking, When is the City 18 of Albuquerque, after the May e-mail exchanges. 18 rebid coming up? It was from Julie, to Paul, to my 19 A. I believe on 7/15 I sent another e-mail to 19 direct reports prior to that, Sean Befke, Melissa 20 Rebbekka or Viola, or maybe the combination of the 20 Porter. They were always interested in when that new 21 two. I just said, Hey, just checking in. Any idea 21 RFP was coming out, because there hadn't been price 22 when that RFP is going to come out? 22 changes in a long time. We gave them one in 2013, I 23 And she had wrote back and said, Have no 23 believe, and everybody was always -- that's a big 24 idea, something -- that she's working on it, but 24 piece of business. And so I was always being asked, 25 there was -- I mean for all we knew, and based off 25 When is that RFP coming up? When is that RFP coming Page 187 Page 189 1 1 just kind of a general understanding, they had been up? 2 2 saying that the RFP was coming out with the City Q. When you were at Select? since -- let's see, I believe in November or December of 2011, we -- Select Staffing won, like, the whole 4 Q. Why did you reach out in July of 2016 to 5 the City to ask when the request for proposal was contract. And Adecco refused to roll over any of 6 their associates, and got a whole bunch of attorneys coming out, if you didn't know that a request for 7 proposal was forthcoming? involved, and locked down the awarding of that whole 8 8 process. So the City just kept filing extensions. A. It was a very common question when it came 9 9 And I think they were 90-day extensions, or six-month to the City. There was no -- and I think in one of 10 extensions. And that had gone on since, I believe, 10 the e-mails, either Viola or Rebbekka says something 11 11 2011, somewhere in there. along the lines, like, Oh, God, who knows. 12 12 Q. Was that in response to your July Q. Was that mid July communication that you 13 13 had with the City, was that phone? E-mail? How was communication, or before that? 14 14 that done? A. I don't remember. 15 15 A. No, it was, I believe -- I believe it Q. But at some point before the request for 16 was -- I thought it was June or July because the 16 proposal came out, you had some communications with 17 17 intent of me calling to find out, was whether or not the City where they indicated that an RFP would be 18 18 we were going to bring Will Cordero, who is someone forthcoming? 19 19 who was interviewing with us on board, because he is A. The RFP that would have been the topic of 20 20 in the skilled -- and that's also Lupe Marquez. discussion, was Viola and I -- it was very clear that 21 21 And I was down to the final decisions on not -- we did not want the City bid. We didn't have 22 22 deciding what we were going to do with the team, and the infrastructure, the payroll, the funding. We 23 23 didn't even have computers. I mean, we were how we were going to move forward. I knew Tim and 24 Terry needed something soon, and they needed some literally on a shoestring budget. 25 25 kind of direction on what we were going to do. And Q. Then why were you asking about when the

	Page 190		Page 192
1	City's bid was forthcoming?	1	you're referencing to. I'm asking about, because she
2	A. Because if I could have a little piece of	2	gave me a lead and asked if we did those types of
3	that skilled business, which would justify bringing	3	skilled positions that no one else will do.
4	Lupe and Will on, that was the type of company that	4	Q. Was that going to be put out to bid?
5	we were establishing to be able to go and offer other	5	A. I have no idea. All she told me was, Well,
6	companies. There was absolutely there was no way	6	I have no idea when it's coming, but you want to get
7	in hell I even wanted that City bid. That is a	7	registered. And I said, We already are registered.
8	disaster waiting to happen. So	8	And she said, Oh, good.
9	Q. Do you still think that way, given that you	9	Q. Did the skilled positions ever come out for
10	have the contract currently?	10	bid, to your knowledge?
11	A. I think we have a really good team that is	11	A. I have no idea.
12	going to make the best of it. What the future holds	12	Q. So, when you were asking about a request
13	is all depending on injury frequency, and severity,	13	for bid, you were asking about a request for bid for
14	those types of things. You know, litigation is	14	the skilled positions?
15	killing us.	<mark>15</mark>	A. I was asking about that labor category that
16	Q. Are you still concerned that the City's	<mark>16</mark>	she referenced that there was about 70 or 80 people
17	contract is a disaster waiting to happen?	<mark>17</mark>	that she can only get the work done in the labor
18	A. No. I think we've done a pretty good job	18	force or the workforce that is on 1099 or contracted
19	of having some really good discussions with them on	19	through vendors. So she was telling me about those
20	cleaning it up and getting it right. And I think	20	potentials, Well, can you do that?
21	that things are manageable at this point.	21	And I said, It's something that we could
22	Q. When did you have any when, after	22	look at.
23	leaving Select, did you have the first communications	23	Q. Was that in the July e-mail?
24	with anyone at the City about the potential for a	24	A. No, that was on the phone, when I called
<b>25</b> )	request for a bid being put out?	25	her.
	Page 191		Page 193
<u>1</u>		1	
1 2	A. I already told you. There was an e-mail on	1 2	Q. Right. I'm asking about the July e-mail. What did the July e-mail say?
_	A. I already told you. There was an e-mail on 7/15 that I sent asking about the RFP, which Viola		Q. Right. I'm asking about the July e-mail. What did the July e-mail say?
2	A. I already told you. There was an e-mail on	2	Q. Right. I'm asking about the July e-mail.
<b>2</b>	A. I already told you. There was an e-mail on 7/15 that I sent asking about the RFP, which Viola referred to as the skilled contractor, 1099 labor,	2	Q. Right. I'm asking about the July e-mail.  What did the July e-mail say?  A. I was referencing back to, When is the RFP
3 4	A. I already told you. There was an e-mail on 7/15 that I sent asking about the RFP, which Viola referred to as the skilled contractor, 1099 labor, that they have that nobody does.	2 3 4	Q. Right. I'm asking about the July e-mail.  What did the July e-mail say?  A. I was referencing back to, When is the RFP coming out?
2 3 4 5	A. I already told you. There was an e-mail on 7/15 that I sent asking about the RFP, which Viola referred to as the skilled contractor, 1099 labor, that they have that nobody does.  Q. What do you mean nobody does it?	2 3 4 5	Q. Right. I'm asking about the July e-mail.  What did the July e-mail say?  A. I was referencing back to, When is the RFP coming out?  Q. Was it your understanding that there was
2 3 4 5	A. I already told you. There was an e-mail on 7/15 that I sent asking about the RFP, which Viola referred to as the skilled contractor, 1099 labor, that they have that nobody does.  Q. What do you mean nobody does it?  A. In other words, they hire companies, and	2 3 4 5	Q. Right. I'm asking about the July e-mail.  What did the July e-mail say?  A. I was referencing back to, When is the RFP coming out?  Q. Was it your understanding that there was going to be an RFP for those skilled positions?
2 3 4 5 6	A. I already told you. There was an e-mail on 7/15 that I sent asking about the RFP, which Viola referred to as the skilled contractor, 1099 labor, that they have that nobody does.  Q. What do you mean nobody does it?  A. In other words, they hire companies, and they hire contractors to climb on roofs and do	2 3 4 5 6 7	Q. Right. I'm asking about the July e-mail.  What did the July e-mail say?  A. I was referencing back to, When is the RFP coming out?  Q. Was it your understanding that there was going to be an RFP for those skilled positions?  A. Yes.
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	Page 194	Page 196
1	Q. And that's an e-mail you produced in this	that we were going to have to probably terminate
2	case?	everyone but Catherine due to the lawsuit. And that
3	A. Absolutely.	<sup>3</sup> e-mail came out, and I think it it almost seemed
4	Q. What did Rebbekka say in response, in that	4 like a whole bunch of I think everyone grabbed on
5	e-mail?	5 to hope is there a chance? But knowing the
6	A. I don't even recall. Something like, Have	statements, and knowing the meetings that we've had,
7	no clue. Working on it.	<sup>7</sup> and where we were at with the company, I think it was
8	Q. Have you provided any services to the City	giust like a glimmer of hope. Is there any way? Can
9	of Albuquerque in those skilled positions that you	9 we do this?
10	were initially interested in?	Q. Were you surprised to see the City put out
11	A. No.	a request for bid?
12	Q. Why not?	12 A. I was shocked.
13	A. Because it didn't come out.	13 Q. Why?
14	Q. After that July e-mail correspondence about	A. Because there hasn't been a request for bid
15	your question and their response on those skilled	since 2011. And it was just shocking. It was
<mark>16</mark>	positions, when was the next time you or anyone else	like it was crazy.
17	at RivenRock had communications with the City of	Q. Between since 2011, to the time that
18	Albuquerque?	18 City's request for bid came out, who was servicing
19	A. Well, we got an e-mail from Sycom.net that	the City's temporary staffing needs?
20	said request for proposal.	A. Adecco, ATA, and Select Staffing.
21	Q. When did you get that e-mail?	Q. Were any of those companies the primary on
22	A. Oh, the lawsuit, I believe, was served on	the contract?
23	July 28th. And if I remember, 8/2, four or five	A. Adecco.
24	days later, that's when the announcement came out.	Q. Adecco was the primary?
25	Q. Between the mid-July e-mail exchange we've	25 A. Yes.
	Page 195	Page 197
1	_	
1 2	discussed, and the time in which the City's request	Q. Select wasn't a co-primary?
	discussed, and the time in which the City's request for bid was put out, did you or anyone else at	Q. Select wasn't a co-primary? A. No. Select was a secondary and a
2	discussed, and the time in which the City's request for bid was put out, did you or anyone else at RivenRock have communications with anyone at the City	Q. Select wasn't a co-primary? A. No. Select was a secondary and a tertiary third place.
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2 3 4 5	discussed, and the time in which the City's request for bid was put out, did you or anyone else at RivenRock have communications with anyone at the City of Albuquerque?	Q. Select wasn't a co-primary? A. No. Select was a secondary and a tertiary third place. Q. And what about ATA, what position did they have there?
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- completed in, like, August somewhere in there, that
- over the course of one -- one year, there was
- 3 \$18.9 million in total staffing spent between all of
  - the staffing companies from, like, a July to a
- <sup>5</sup> June -- I think it was July of 2014 to June of 2015,
  - somewhere in there.

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- Q. After the request for bid was put out by
- the City, did the RivenRock team have any discussions
- about whether you would submit a response to the bid?
- A. I told everybody when they came, excited,
- that maybe this was a glimmer of hope, to not get your hopes up. But I would get on the phone and I
- would have some discussions and seek advice, et
- cetera. And to just hold it together and give me
- some time to make some phone calls.
  - Q. And did you make those phone calls?
- A. I did.
- Q. Who did you call?
  - A. First I called Ash and Donyelle, and I
- said, Pretty crazy how things work, but we just got
- the notification for the City bid. It's not -- I
- don't know if it's all lumped together with the
- skilled, et cetera, but it is for, it looks like, all
- temporary staffing.
  - They asked how much would that be? I said

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to submit a response to the bid?

# A. Yes.

- Q. And what type of analysis did you do, as part of that work, to figure out to whether it would be possible for RivenRock to respond to the bid?
- A. I think my number one complaint was, I said, Ash, I can't even send a document to you or type on my e-mail without it taking ten minutes to populate the sentence that I just typed in. There is no way we're going to be able to handle that kind of volume with this type of network and systems.

And, of course, he said, Well, that we can fix. And then we just started talking about -- the biggest concern was workmen's comp, insurance, the bonds, and the payroll.

And I was focused in on the infrastructure, desks, personnel, hiring people, pay cards, automatic -- you know, auto deposit, all of those types of things.

My concern was before ever even looking at possibly the reality of it, was: Is our company even set up to be able to handle something like this? And, of course, first and foremost, above all of the technical stuff and setting up was: Where in the hell are we going to get the money? And that was the

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- all I can do is go off of -- because I don't know
- what portion Adecco had. I can only assume, based
- off of that audit, there was 18.9 million in spend
- and then -- and I said, Is this even something that
- we should even consider? Should we look at it? I
- mean, we've got major challenges with infrastructure.
- We don't have the money. There was times and days
  - and weeks that I wasn't even getting paid, because there wasn't money.

So we started the dialogue over the next couple of days of, Okay, well, how big is this? What does it mean? We have no idea. We had what's called -- what is it called, assigned risk, workmen's comp. So we had no -- we had an incredibly high

So Ash and Donyelle started asking, Do you think it's possible? And we started talking through, okay, if this happens we have to do this, this, this this, this, and just started circling and

mapping out kind of what would -- what could we do.

Q. Who else, other than you and Ms. Rose and Mr. Abtahi, were part of those conversations?

- A. Just Ash, Donyelle and I.
- Q. So it was the three of you that were
- deciding whether it was conceivable for the company

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- topic of our discussions.
  - Q. So the three of you sort of put your heads together to figure out whether it was possible for you to submit a response?
    - A. Uh-huh.
    - Q. You have to answer audibly?
  - A. Yes.
- Q. Did you ultimately -- were you able to obtain the money that you needed to be confident that you could go forward, or at least resolve that issue on how you were going to obtain the money?
  - A. I can't say that I was confident.
  - Q. What did you discuss about ways that you could get the money?
  - A. Well, Ash and Donyelle said they would seek factoring and some lines of credit or, you know, funds, but assured me that wasn't something I needed to be concerned about. They'll either make it happen, or they won't.

And they asked a lot of questions, if -things like, okay, let's hypothetically say we go for
the bid. And let's hypothetically say we don't get
the insurance, and we can't meet the bonds, and we
can't get the factoring set up to take something on
like this. What is the worst case scenario?

workmen's comp rates.

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My response was, You just bow out of it. And so it was a discussion that became, Well, the only way that you're going to get it, is if you go for it, and the worst case scenario is that we end up backing out of it.

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And so Ash and Donyelle said they would do whatever it takes to get us the things that we needed to make it happen, and that included all of the infrastructure and the additional head count and payroll. And that they would find a way to get the factoring and the resources that we needed to take on something like that.

Q. Who, ultimately, made the decision between the three of you that it was, at least conceivable that you could attempt -- make a valiant effort at getting ramped so you could submit a request for bid?

A. I don't know that there was -- that hung on one particular person.

Q. It was a consensus?

A. It was a consensus. It was a Hail Mary. It came with some very strict rules and processes to all of it. And I think it just kind of came to a consensus that, yeah, this is we're -- we're going to

Q. At some point did you talk to the rest of

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1 A. Yes. And then I said, Amber, this is your 2 account. This is your deal. I gave the marching 3 orders to Donyelle and Will Hall and Amber. If we're 4 going to do something like this, you have to take the 5 hard costs, you have to add 4 percent for corporate 6 allocation, 3 percent for ACA and add 1 dollar per 7 hour in gross margin. And if that does it, that does 8 it. If it doesn't, there is no way we can survive or 9 do this. It's not worth it, and we're out.

> Q. You gave them the overall strategy of how to compute the numbers for the bid; is that what you're saying?

A. No.

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Q. What are --

A. I have no idea what the numbers are. I just said that -- which is a very common theme across staffing, a buck an hour in gross margin. Whatever that comes out to be is whatever it comes out to be. I have no idea what our workmen's comp rates are, what our SUI, FUI, FICA, Medicaid, Medicare -- you know, there are times they change during the year. There are times they go up, down, all of those types of things. And the team needed to get with Will and with corporate, and determine what all of those workmen's comp codes are, the costs, and submit the

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the team about the City's request for bid?

A. Yes.

Q. Tell me about that?

A. After Ash and Donyelle had committed to finding the people, and bringing the people in necessary to be able to do something like this, I went to the team. I gathered everybody up. I believe Ash and Donyelle were on the call -- as a conference call, and we were all in one room.

And I said -- I told everybody what the marching orders were, and that if we go for this, there had to be an understanding that there was not going to be -- in order to be what I considered to be in -- even in the bread box of getting close, we would have to review and have an understanding that there may not be a commission schedule on this type of revenue coming out of the gate, probably for the first year, because we're in assigned risk. And we have no idea what the actual hard costs of ramping this up would be. It was going to take a lot of long hours, and I wanted the team to chat amongst themselves to make sure that they were on board with taking something like this on.

Q. And what did -- that's what you said at the

bid.

Q. And was this all in that first conversation you had with the team?

A. Yes.

Q. What did anyone else, other than you, say during this initial meeting with the team?

A. I think there was a frenzy of, Okay, I'll do this. I'll get with Catherine. I'll get with this person. I'll get with that person. I'll get with this person. Chad, Will, Amber, Donyelle knew what their tasks were.

Q. Who said, I'll get with Catherine?

A. Probably Donyelle.

Q. And what did you understand her to mean by

A. We had some real system challenges. We had connectivity challenges. We had internet that would go down. And in order for Catherine to be able to do her part, she was going to have to be able to make sure they had a secure, stable network, computers. I think we had, at the time, I don't know, five or six people there, and two or three computers. And there had to be lots of training. Catherine, at that point, was the only person who knew the system, which meant that anybody else that was in the company,

meeting?

#### Page 210 Page 212 1 1 put that in there, because they don't want to have Q. Who asked you that? 2 2 another Select incident, where they cut the A. I think Amber. As far as my team goes, no. 3 3 employees? As far as Ash and Donyelle, on the back side of the 4 A. You guys -- I don't think you understand business, I think I collaborated in orchestrating 5 5 how staffing works. I don't get into the trenches, making sure that Ash was committed to getting us a 6 and I haven't been in the trenches of contractual scanner, and fixing our network, and getting a backup stuff and clients and relations with clients in four 7 network in case it went down. Our printers were from years. I've been a regional manager at 30,000 feet, the '80s, I think. They were really pathetic and 9 9 managing multiple people. I'm not in the trenches of 10 10 the daily grind. Q. Who was responsible for preparing the 11 11 Q. But you knew Select had cut those request -- the response for the request for bid? 12 employees, you testified about that earlier, right? A. Again, Amber, Donyelle, Will Hall, probably 13 13 Chad. I think there was probably -- I know there was 14 14 Q. So that never -- when you saw you have to an initiative to try to get reference letters from 15 15 bid on all employees, you never remembered back, Oh, clients that our team had worked with before. 16 16 yeah, we cut employees when I was at Select. It Q. Who was involved with that? 17 17 never crossed your mind? A. I couldn't even tell you. I don't know. 18 18 A. This is about how much time I spent on the Q. Was one person spearheading that project, 19 document. I looked at the document, and I said, Hmm, 19 or did each person sort of go out and see who they 20 20 and I turned it over to my team and said, if we're could get letters from? 21 21 going to go for this, you take all of our hard costs, A. No, I remember Amber saying, Hey, do you 22 22 plus 4 percent corporate allocation, 3 percent ACA have anybody you can get a letter from -- any client 23 23 you can get a letter from? And I said, I'll see. I and add \$1 per line item, per hour. And if that gets 24 it, that gets it. If it doesn't, it doesn't and I'm 24 don't know. 25 25 out. And I didn't have anything else to do with it. Q. Did you get a letter? Page 211 Page 213 1 1 A. Yeah, I think I got one from -- I think I Q. One of the things you said that also was 2 your responsibility was making sure pay rates were in 2 got one from Warren Kelm. 3 Q. Who is he? line with your company's culture? 4 4 A. Yes. A. He was the head of the APD department Q. How did you do that with respect to the 5 probably up until, like, 2013, 2014. Somebody that 6 6 response to the City of Albuquerque bid? we had worked with and kind of became friends with. 7 Q. And was that letter, to your knowledge, A. I wasn't. The City doesn't -- the City 8 8 tells you what the pay rates are. included in the response to the City's request for 9 9 Q. But did you need to evaluate them to bid? 10 determine whether that was -- that either conflicted 10 A. No. 11 11 Q. Why not? or was consistent with your culture? 12 12 A. It wouldn't have mattered because I didn't A. Wasn't necessary. 13 13 get to tell anybody what those pay rates are. Q. Did anyone else obtain letters that were 14 14 then included in the City's response for bid, to your Q. So even if it didn't align with the 15 culture, that is just, you have to take it? 15 knowledge? 16 A. Yeah, it's a City bid. They wag the tail. 16 A. I think I saw, obviously -- I saw the 17 17 Q. What was your involvement in preparing the documents, so I think that everybody on the team got 18 18 some kind of letter. response to the bid? 19 19 A. I just got done telling you. That was the Q. Mr. Miller got one? 20 20 extent of my involvement. A. I think so. 21 Q. And after those initial conversations, did 21 Q. And what about Ms. Olinger, did she get 22 22 anyone come and ask questions about -- to you, to one? 23 23 A. I believe so. prepare the bid. 24 24 A. I think that I got asked when I started Q. And Mr. Jacquez, did he get one? 25 with Select Staffing. I think that I got asked --25 A. I think so.

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1	Q. And Ms. Fluitt, did she get one?	1	A. I believe so.
2	A. I don't know.	2	Q. Were you at all concerned with submitting a
3	Q. What was Ms.Olinger's role, if any, in	3	response to the City of Albuquerque's request for
4	preparing the response to the bid?	4	bid, given the preliminary injunction issued by the
5	A. Again, Amber, Will Hall, Donyelle, and Chad	5	court?
6	Hager are the only ones that prepared the bid.	6	A. Say one more time.
7	Catherine did not have anything to do with the bid.	7	Q. Did the fact that the court had issued an
8	The only thing Catherine and I worked on from that	8	injunction concern you when submitting a response
9	point on is answering our responses to this	9	when RivenRock submitted a response to the City's
10	litigation, trying to keep our team engaged from the	10	request for bid?
11	fear of a lawsuit and EmployBridge, trying to scratch	11	A. No.
12	out a living without stepping on any toes, or any	12	Q. Why not?
13	part of EmployBridge.	13	A. Because I didn't have anything to do with
14	And we worked on the infrastructure of	14	it, and the named defendants didn't have anything to
<b>15</b>	trying to establish how in the world, if we are going	15	do with it, and it is RivenRock's privilege to seek
16	to be forced to have to take on this big piece of	16	business in whatever fashion they see fit.
<b>17</b>	business, at a time that we were not prepared for it,	17	Q. You had conversations with Ms. Rose and
18	or even thought that we were going to do it, we had	18	Mr. Abtahi about whether RivenRock should submit or
19	some internal operations and trainings to do. And	19	could submit a response to the City's request for
20	that's all that we focused on.	20	bid, correct?
21	MS. LIBEU: Do you want to take a break?	21	A. Not our ability to submit, our ability to
22	(Recess was taken from 3:32 to 3:53 p.m.)	22	be able to operate if it was won.
23	Q. (By Ms. Libeu) If you didn't want RivenRock	23	Q. If you won the bid?
24	to solicit or interfere with EmployBridge's clients,	24	A. Yes.
25	why did RivenRock submit a response to the City of	25	Q. And you had a meeting with the entire
	Page 215		D 01F
l			Page 217
1	Albuquerque bid?	1	Page 217  RivenRock team, including Ms. Olinger and Mr. Abtahi
1 2	A. Well, considering the litigation and that	2	_
	A. Well, considering the litigation and that our company was going in a completely different	2	RivenRock team, including Ms. Olinger and Mr. Abtahi and Ms. Rose, to discuss whether the company could or should submit a response to the City of Albuquerque
2	A. Well, considering the litigation and that	2	RivenRock team, including Ms. Olinger and Mr. Abtahi and Ms. Rose, to discuss whether the company could or
2	A. Well, considering the litigation and that our company was going in a completely different direction, carving out a new sector in the industry, I had no non-compete, or any agreement with them, and	2	RivenRock team, including Ms. Olinger and Mr. Abtahi and Ms. Rose, to discuss whether the company could or should submit a response to the City of Albuquerque
2 3 4	A. Well, considering the litigation and that our company was going in a completely different direction, carving out a new sector in the industry,	2 3 4 5	RivenRock team, including Ms. Olinger and Mr. Abtahi and Ms. Rose, to discuss whether the company could or should submit a response to the City of Albuquerque bid, right?
2 3 4 5	A. Well, considering the litigation and that our company was going in a completely different direction, carving out a new sector in the industry, I had no non-compete, or any agreement with them, and	2 3 4 5	RivenRock team, including Ms. Olinger and Mr. Abtahi and Ms. Rose, to discuss whether the company could or should submit a response to the City of Albuquerque bid, right?  A. I did.
2 3 4 5 6 7 8	A. Well, considering the litigation and that our company was going in a completely different direction, carving out a new sector in the industry, I had no non-compete, or any agreement with them, and considering my team, and what we were faced with, it	2 3 4 5 6 7 8	RivenRock team, including Ms. Olinger and Mr. Abtahi and Ms. Rose, to discuss whether the company could or should submit a response to the City of Albuquerque bid, right?  A. I did.  Q. I'm going to introduce another exhibit for
2 3 4 5 6 7	A. Well, considering the litigation and that our company was going in a completely different direction, carving out a new sector in the industry, I had no non-compete, or any agreement with them, and considering my team, and what we were faced with, it was a decision that the company made to sustain	2 3 4 5 6 7 8	RivenRock team, including Ms. Olinger and Mr. Abtahi and Ms. Rose, to discuss whether the company could or should submit a response to the City of Albuquerque bid, right?  A. I did. Q. I'm going to introduce another exhibit for you.  (Exhibit 88 marked.) Q. (By Ms. Libeu) Do you have Exhibit 88 in
2 3 4 5 6 7 8	A. Well, considering the litigation and that our company was going in a completely different direction, carving out a new sector in the industry, I had no non-compete, or any agreement with them, and considering my team, and what we were faced with, it was a decision that the company made to sustain itself.	2 3 4 5 6 7 8 9	RivenRock team, including Ms. Olinger and Mr. Abtahi and Ms. Rose, to discuss whether the company could or should submit a response to the City of Albuquerque bid, right?  A. I did. Q. I'm going to introduce another exhibit for you.  (Exhibit 88 marked.) Q. (By Ms. Libeu) Do you have Exhibit 88 in front of you?
2 3 4 5 6 7 8 9 10	A. Well, considering the litigation and that our company was going in a completely different direction, carving out a new sector in the industry, I had no non-compete, or any agreement with them, and considering my team, and what we were faced with, it was a decision that the company made to sustain itself.  Q. Are you aware of a preliminary injunction being issued in this case?  A. I am.	2 3 4 5 6 7 8 9 10	RivenRock team, including Ms. Olinger and Mr. Abtahi and Ms. Rose, to discuss whether the company could or should submit a response to the City of Albuquerque bid, right?  A. I did. Q. I'm going to introduce another exhibit for you.  (Exhibit 88 marked.) Q. (By Ms. Libeu) Do you have Exhibit 88 in front of you?  A. I do.
2 3 4 5 6 7 8 9 10 11	A. Well, considering the litigation and that our company was going in a completely different direction, carving out a new sector in the industry, I had no non-compete, or any agreement with them, and considering my team, and what we were faced with, it was a decision that the company made to sustain itself.  Q. Are you aware of a preliminary injunction being issued in this case?  A. I am.  Q. And when was that entered approximately?	2 3 4 5 6 7 8 9 10	RivenRock team, including Ms. Olinger and Mr. Abtahi and Ms. Rose, to discuss whether the company could or should submit a response to the City of Albuquerque bid, right?  A. I did. Q. I'm going to introduce another exhibit for you.  (Exhibit 88 marked.) Q. (By Ms. Libeu) Do you have Exhibit 88 in front of you?  A. I do. Q. Have you seen it before?
2 3 4 5 6 7 8 9 10 11 12	A. Well, considering the litigation and that our company was going in a completely different direction, carving out a new sector in the industry, I had no non-compete, or any agreement with them, and considering my team, and what we were faced with, it was a decision that the company made to sustain itself.  Q. Are you aware of a preliminary injunction being issued in this case?  A. I am.  Q. And when was that entered approximately?  A. Possibly August.	2 3 4 5 6 7 8 9 10 11 12	RivenRock team, including Ms. Olinger and Mr. Abtahi and Ms. Rose, to discuss whether the company could or should submit a response to the City of Albuquerque bid, right?  A. I did. Q. I'm going to introduce another exhibit for you.  (Exhibit 88 marked.) Q. (By Ms. Libeu) Do you have Exhibit 88 in front of you?  A. I do. Q. Have you seen it before? A. I have.
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	A. Well, considering the litigation and that our company was going in a completely different direction, carving out a new sector in the industry, I had no non-compete, or any agreement with them, and considering my team, and what we were faced with, it was a decision that the company made to sustain itself.  Q. Are you aware of a preliminary injunction being issued in this case?  A. I am.  Q. And when was that entered approximately?  A. Possibly August.  Q. Of 2016?  A. I believe so, somewhere in there.  Q. And when was the response to the City of Albuquerque bid submitted by RivenRock?  A. I don't know.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	RivenRock team, including Ms. Olinger and Mr. Abtahi and Ms. Rose, to discuss whether the company could or should submit a response to the City of Albuquerque bid, right?  A. I did. Q. I'm going to introduce another exhibit for you.  (Exhibit 88 marked.) Q. (By Ms. Libeu) Do you have Exhibit 88 in front of you?  A. I do. Q. Have you seen it before? A. I have. Q. What is it? A. It looks like an application for employment. Q. And are there other documents with it, as well?
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	A. Well, considering the litigation and that our company was going in a completely different direction, carving out a new sector in the industry, I had no non-compete, or any agreement with them, and considering my team, and what we were faced with, it was a decision that the company made to sustain itself.  Q. Are you aware of a preliminary injunction being issued in this case?  A. I am.  Q. And when was that entered approximately?  A. Possibly August.  Q. Of 2016?  A. I believe so, somewhere in there.  Q. And when was the response to the City of Albuquerque bid submitted by RivenRock?  A. I don't know.  Q. Was it after the preliminary injunction or before?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	RivenRock team, including Ms. Olinger and Mr. Abtahi and Ms. Rose, to discuss whether the company could or should submit a response to the City of Albuquerque bid, right?  A. I did. Q. I'm going to introduce another exhibit for you.  (Exhibit 88 marked.) Q. (By Ms. Libeu) Do you have Exhibit 88 in front of you?  A. I do. Q. Have you seen it before? A. I have. Q. What is it? A. It looks like an application for employment. Q. And are there other documents with it, as well? A. Yes. Q. Would it be fair to call it a new-hire
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	A. Well, considering the litigation and that our company was going in a completely different direction, carving out a new sector in the industry, I had no non-compete, or any agreement with them, and considering my team, and what we were faced with, it was a decision that the company made to sustain itself.  Q. Are you aware of a preliminary injunction being issued in this case?  A. I am.  Q. And when was that entered approximately?  A. Possibly August.  Q. Of 2016?  A. I believe so, somewhere in there.  Q. And when was the response to the City of Albuquerque bid submitted by RivenRock?  A. I don't know.  Q. Was it after the preliminary injunction or before?  A. Yes.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	RivenRock team, including Ms. Olinger and Mr. Abtahi and Ms. Rose, to discuss whether the company could or should submit a response to the City of Albuquerque bid, right?  A. I did. Q. I'm going to introduce another exhibit for you.  (Exhibit 88 marked.) Q. (By Ms. Libeu) Do you have Exhibit 88 in front of you?  A. I do. Q. Have you seen it before? A. I have. Q. What is it? A. It looks like an application for employment. Q. And are there other documents with it, as well?  A. Yes. Q. Would it be fair to call it a new-hire packet?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A. Well, considering the litigation and that our company was going in a completely different direction, carving out a new sector in the industry, I had no non-compete, or any agreement with them, and considering my team, and what we were faced with, it was a decision that the company made to sustain itself.  Q. Are you aware of a preliminary injunction being issued in this case?  A. I am.  Q. And when was that entered approximately?  A. Possibly August.  Q. Of 2016?  A. I believe so, somewhere in there.  Q. And when was the response to the City of Albuquerque bid submitted by RivenRock?  A. I don't know.  Q. Was it after the preliminary injunction or before?  A. Yes.  Q. I'll ask it again. Was the RivenRock's	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	RivenRock team, including Ms. Olinger and Mr. Abtahi and Ms. Rose, to discuss whether the company could or should submit a response to the City of Albuquerque bid, right?  A. I did. Q. I'm going to introduce another exhibit for you.  (Exhibit 88 marked.) Q. (By Ms. Libeu) Do you have Exhibit 88 in front of you?  A. I do. Q. Have you seen it before? A. I have. Q. What is it? A. It looks like an application for employment. Q. And are there other documents with it, as well?  A. Yes. Q. Would it be fair to call it a new-hire packet? A. Yes.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	A. Well, considering the litigation and that our company was going in a completely different direction, carving out a new sector in the industry, I had no non-compete, or any agreement with them, and considering my team, and what we were faced with, it was a decision that the company made to sustain itself.  Q. Are you aware of a preliminary injunction being issued in this case?  A. I am.  Q. And when was that entered approximately?  A. Possibly August.  Q. Of 2016?  A. I believe so, somewhere in there.  Q. And when was the response to the City of Albuquerque bid submitted by RivenRock?  A. I don't know.  Q. Was it after the preliminary injunction or before?  A. Yes.  Q. I'll ask it again. Was the RivenRock's response to the City of Albuquerque's request for bid	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	RivenRock team, including Ms. Olinger and Mr. Abtahi and Ms. Rose, to discuss whether the company could or should submit a response to the City of Albuquerque bid, right?  A. I did. Q. I'm going to introduce another exhibit for you.  (Exhibit 88 marked.) Q. (By Ms. Libeu) Do you have Exhibit 88 in front of you?  A. I do. Q. Have you seen it before? A. I have. Q. What is it? A. It looks like an application for employment. Q. And are there other documents with it, as well?  A. Yes. Q. Would it be fair to call it a new-hire packet? A. Yes. Q. So you're fine if I refer to Exhibit 88 as
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A. Well, considering the litigation and that our company was going in a completely different direction, carving out a new sector in the industry, I had no non-compete, or any agreement with them, and considering my team, and what we were faced with, it was a decision that the company made to sustain itself.  Q. Are you aware of a preliminary injunction being issued in this case?  A. I am.  Q. And when was that entered approximately?  A. Possibly August.  Q. Of 2016?  A. I believe so, somewhere in there.  Q. And when was the response to the City of Albuquerque bid submitted by RivenRock?  A. I don't know.  Q. Was it after the preliminary injunction or before?  A. Yes.  Q. I'll ask it again. Was the RivenRock's	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	RivenRock team, including Ms. Olinger and Mr. Abtahi and Ms. Rose, to discuss whether the company could or should submit a response to the City of Albuquerque bid, right?  A. I did.  Q. I'm going to introduce another exhibit for you.  (Exhibit 88 marked.)  Q. (By Ms. Libeu) Do you have Exhibit 88 in front of you?  A. I do.  Q. Have you seen it before?  A. I have.  Q. What is it?  A. It looks like an application for employment.  Q. And are there other documents with it, as well?  A. Yes.  Q. Would it be fair to call it a new-hire packet?  A. Yes.

	Page 222		Page 224
1	hand. There was questions that I had about the	1	Q. Because you still had questions on the
2	application, so there was no signatures or dates on	2	documents?
3	any part of this application.	3	A. Yes.
4	I took it back to her that I believe it	4	Q. Were there any documents that you didn't
5	was the Friday before August 1st. I took it back	5	have questions on?
6	to her that afternoon, probably 1:00-ish. When I	6	A. I don't recall.
7	came in the door when I walked in the door they	7	Q. What questions did you have on the Notice
8	said Terrie Doty was not there. There was a Meghan	8	to Applicant Regarding Consumer Reporting?
9	Yamagata that was sitting at the front desk. I had	9	A. I don't know that I had any questions on
10	it in a manila folder.	10	that.
11	I said, Terrie is in a rush to get this.	11	Q. Then why not sign that document?
12	Can you see to it that she gets this right away.	12	A. I just don't sign anything in its entirety
13	Now that I think about it, I think that	13	until I understand what I'm signing.
14	might have actually been on a Thursday. And the	14	Q. Because you considered it all one package?
15	reason being is, I don't remember hearing from her	15	A. Well, sure.
16	that day. And I was leaving the next morning to	16	Q. Can you turn to the next page that ends in
17	Oklahoma for my daughter. And she called me the next	17	120?
18	morning and said they won't accept your application,	18	A. Yes.
19	because you filled it out by hand. And so this has	19	Q. Do you see where it says "Employee Profile"
20	to be filled out digitally.	20	on the top?
21	I said, Terrie, I am literally driving	21	A. Yes, I do.
22	through Amarillo right now, and I don't even have a	22	Q. Was an employee profile part of the package
23	computer.	23	of handwritten information that you submitted to
24	And she said, Okay, I've got to get this in	24	Ms. Doty?
25	by 2:00. Do you mind if I have it all typed in.	25	A. I'm sure.
		_	
	Page 223		Page 225
1		1	
1 2	I'll take it off the paper application, and I'll get	1 2	Q. Is the information, looking at this
	I'll take it off the paper application, and I'll get it submitted, that way we can get your log-ins, and	1	
2	I'll take it off the paper application, and I'll get it submitted, that way we can get your log-ins, and we can have you start Monday morning.	2	Q. Is the information, looking at this electronic version, correct with respect to your
2	I'll take it off the paper application, and I'll get it submitted, that way we can get your log-ins, and we can have you start Monday morning.  I said I have some questions about the	2	Q. Is the information, looking at this electronic version, correct with respect to your personal information?  A. Yes.
2 3 4	I'll take it off the paper application, and I'll get it submitted, that way we can get your log-ins, and we can have you start Monday morning.  I said I have some questions about the commissions and the commissions, the collections	2 3 4	Q. Is the information, looking at this electronic version, correct with respect to your personal information?
2 3 4 5	I'll take it off the paper application, and I'll get it submitted, that way we can get your log-ins, and we can have you start Monday morning.  I said I have some questions about the commissions and the commissions, the collections and also the non-compete.	2 3 4 5	Q. Is the information, looking at this electronic version, correct with respect to your personal information?  A. Yes.  Q. And was that likely because you had filled
2 3 4 5 6	I'll take it off the paper application, and I'll get it submitted, that way we can get your log-ins, and we can have you start Monday morning.  I said I have some questions about the commissions and the commissions, the collections	2 3 4 5	Q. Is the information, looking at this electronic version, correct with respect to your personal information?  A. Yes.  Q. And was that likely because you had filled out a handwritten version of this form?  A. Yes.
2 3 4 5 6	I'll take it off the paper application, and I'll get it submitted, that way we can get your log-ins, and we can have you start Monday morning.  I said I have some questions about the commissions and the commissions, the collections and also the non-compete.  And she said we can go over those on	2 3 4 5 6 7	Q. Is the information, looking at this electronic version, correct with respect to your personal information?  A. Yes.  Q. And was that likely because you had filled out a handwritten version of this form?
2 3 4 5 6 7	I'll take it off the paper application, and I'll get it submitted, that way we can get your log-ins, and we can have you start Monday morning.  I said I have some questions about the commissions and the commissions, the collections and also the non-compete.  And she said we can go over those on Monday. I just need to get this transferred into	2 3 4 5 6 7 8	Q. Is the information, looking at this electronic version, correct with respect to your personal information?  A. Yes.  Q. And was that likely because you had filled out a handwritten version of this form?  A. Yes.  Q. And then turn to the next page that starts
2 3 4 5 6 7 8 9	I'll take it off the paper application, and I'll get it submitted, that way we can get your log-ins, and we can have you start Monday morning.  I said I have some questions about the commissions and the commissions, the collections and also the non-compete.  And she said we can go over those on Monday. I just need to get this transferred into digital form, so I can get you log-ins and get you	2 3 4 5 6 7 8	Q. Is the information, looking at this electronic version, correct with respect to your personal information?  A. Yes. Q. And was that likely because you had filled out a handwritten version of this form?  A. Yes. Q. And then turn to the next page that starts on 121?
2 3 4 5 6 7 8 9	I'll take it off the paper application, and I'll get it submitted, that way we can get your log-ins, and we can have you start Monday morning.  I said I have some questions about the commissions and the commissions, the collections and also the non-compete.  And she said we can go over those on Monday. I just need to get this transferred into digital form, so I can get you log-ins and get you access so can you start having e-mail and training as	2 3 4 5 6 7 8 9	Q. Is the information, looking at this electronic version, correct with respect to your personal information?  A. Yes. Q. And was that likely because you had filled out a handwritten version of this form?  A. Yes. Q. And then turn to the next page that starts on 121? A. Yes.
2 3 4 5 6 7 8 9 10	I'll take it off the paper application, and I'll get it submitted, that way we can get your log-ins, and we can have you start Monday morning.  I said I have some questions about the commissions and the commissions, the collections and also the non-compete.  And she said we can go over those on Monday. I just need to get this transferred into digital form, so I can get you log-ins and get you access so can you start having e-mail and training as soon as Monday morning. I said, Sure, and went on	2 3 4 5 6 7 8 9 10	Q. Is the information, looking at this electronic version, correct with respect to your personal information?  A. Yes.  Q. And was that likely because you had filled out a handwritten version of this form?  A. Yes.  Q. And then turn to the next page that starts on 121?  A. Yes.  Q. Do you see at the top where it says
2 3 4 5 6 7 8 9 10 11	I'll take it off the paper application, and I'll get it submitted, that way we can get your log-ins, and we can have you start Monday morning.  I said I have some questions about the commissions and the commissions, the collections and also the non-compete.  And she said we can go over those on Monday. I just need to get this transferred into digital form, so I can get you log-ins and get you access so can you start having e-mail and training as soon as Monday morning. I said, Sure, and went on about my business.	2 3 4 5 6 7 8 9 10 11	Q. Is the information, looking at this electronic version, correct with respect to your personal information?  A. Yes. Q. And was that likely because you had filled out a handwritten version of this form?  A. Yes. Q. And then turn to the next page that starts on 121?  A. Yes. Q. Do you see at the top where it says "Salary, Sales Commission and Bonus Provisions,
2 3 4 5 6 7 8 9 10 11 12	I'll take it off the paper application, and I'll get it submitted, that way we can get your log-ins, and we can have you start Monday morning.  I said I have some questions about the commissions and the commissions, the collections and also the non-compete.  And she said we can go over those on Monday. I just need to get this transferred into digital form, so I can get you log-ins and get you access so can you start having e-mail and training as soon as Monday morning. I said, Sure, and went on about my business.  Q. So, essentially, you told her she could	2 3 4 5 6 7 8 9 10 11 12	Q. Is the information, looking at this electronic version, correct with respect to your personal information?  A. Yes.  Q. And was that likely because you had filled out a handwritten version of this form?  A. Yes.  Q. And then turn to the next page that starts on 121?  A. Yes.  Q. Do you see at the top where it says "Salary, Sales Commission and Bonus Provisions, Attachment One"?
2 3 4 5 6 7 8 9 10 11 12 13	I'll take it off the paper application, and I'll get it submitted, that way we can get your log-ins, and we can have you start Monday morning.  I said I have some questions about the commissions and the commissions, the collections and also the non-compete.  And she said we can go over those on Monday. I just need to get this transferred into digital form, so I can get you log-ins and get you access so can you start having e-mail and training as soon as Monday morning. I said, Sure, and went on about my business.  Q. So, essentially, you told her she could take the handwritten forms that you gave her, convert	2 3 4 5 6 7 8 9 10 11 12 13	Q. Is the information, looking at this electronic version, correct with respect to your personal information?  A. Yes.  Q. And was that likely because you had filled out a handwritten version of this form?  A. Yes.  Q. And then turn to the next page that starts on 121?  A. Yes.  Q. Do you see at the top where it says "Salary, Sales Commission and Bonus Provisions, Attachment One"?  A. Uh-huh.
2 3 4 5 6 7 8 9 10 11 12 13 14	I'll take it off the paper application, and I'll get it submitted, that way we can get your log-ins, and we can have you start Monday morning.  I said I have some questions about the commissions and the commissions, the collections and also the non-compete.  And she said we can go over those on Monday. I just need to get this transferred into digital form, so I can get you log-ins and get you access so can you start having e-mail and training as soon as Monday morning. I said, Sure, and went on about my business.  Q. So, essentially, you told her she could take the handwritten forms that you gave her, convert it to the digital forms we see here in Exhibit 88?  A. Correct.  Q. And were there any documents that you	2 3 4 5 6 7 8 9 10 11 12 13 14	Q. Is the information, looking at this electronic version, correct with respect to your personal information?  A. Yes. Q. And was that likely because you had filled out a handwritten version of this form?  A. Yes. Q. And then turn to the next page that starts on 121?  A. Yes. Q. Do you see at the top where it says "Salary, Sales Commission and Bonus Provisions, Attachment One"?  A. Uh-huh. Q. You have to answer audibly. A. Yes. Q. Was there a Salary, Sales Commission and
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	I'll take it off the paper application, and I'll get it submitted, that way we can get your log-ins, and we can have you start Monday morning.  I said I have some questions about the commissions and the commissions, the collections and also the non-compete.  And she said we can go over those on Monday. I just need to get this transferred into digital form, so I can get you log-ins and get you access so can you start having e-mail and training as soon as Monday morning. I said, Sure, and went on about my business.  Q. So, essentially, you told her she could take the handwritten forms that you gave her, convert it to the digital forms we see here in Exhibit 88?  A. Correct.  Q. And were there any documents that you signed as part of the handwritten package that you	2 3 4 5 6 7 8 9 10 11 12 13 14 15	Q. Is the information, looking at this electronic version, correct with respect to your personal information?  A. Yes. Q. And was that likely because you had filled out a handwritten version of this form?  A. Yes. Q. And then turn to the next page that starts on 121?  A. Yes. Q. Do you see at the top where it says "Salary, Sales Commission and Bonus Provisions, Attachment One"?  A. Uh-huh. Q. You have to answer audibly. A. Yes. Q. Was there a Salary, Sales Commission and Bonus Provisions Attachment One that was included in
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	I'll take it off the paper application, and I'll get it submitted, that way we can get your log-ins, and we can have you start Monday morning.  I said I have some questions about the commissions and the commissions, the collections and also the non-compete.  And she said we can go over those on Monday. I just need to get this transferred into digital form, so I can get you log-ins and get you access so can you start having e-mail and training as soon as Monday morning. I said, Sure, and went on about my business.  Q. So, essentially, you told her she could take the handwritten forms that you gave her, convert it to the digital forms we see here in Exhibit 88?  A. Correct.  Q. And were there any documents that you signed as part of the handwritten package that you submitted to Ms. Dotty?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Q. Is the information, looking at this electronic version, correct with respect to your personal information?  A. Yes. Q. And was that likely because you had filled out a handwritten version of this form?  A. Yes. Q. And then turn to the next page that starts on 121?  A. Yes. Q. Do you see at the top where it says "Salary, Sales Commission and Bonus Provisions, Attachment One"?  A. Uh-huh. Q. You have to answer audibly. A. Yes. Q. Was there a Salary, Sales Commission and Bonus Provisions Attachment One that was included in the handwritten package that you submitted to
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	I'll take it off the paper application, and I'll get it submitted, that way we can get your log-ins, and we can have you start Monday morning.  I said I have some questions about the commissions and the commissions, the collections and also the non-compete.  And she said we can go over those on Monday. I just need to get this transferred into digital form, so I can get you log-ins and get you access so can you start having e-mail and training as soon as Monday morning. I said, Sure, and went on about my business.  Q. So, essentially, you told her she could take the handwritten forms that you gave her, convert it to the digital forms we see here in Exhibit 88?  A. Correct.  Q. And were there any documents that you signed as part of the handwritten package that you submitted to Ms. Dotty?  A. Not a single thing.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	Q. Is the information, looking at this electronic version, correct with respect to your personal information?  A. Yes. Q. And was that likely because you had filled out a handwritten version of this form?  A. Yes. Q. And then turn to the next page that starts on 121?  A. Yes. Q. Do you see at the top where it says "Salary, Sales Commission and Bonus Provisions, Attachment One"?  A. Uh-huh. Q. You have to answer audibly. A. Yes. Q. Was there a Salary, Sales Commission and Bonus Provisions Attachment One that was included in the handwritten package that you submitted to Ms. Doty?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	I'll take it off the paper application, and I'll get it submitted, that way we can get your log-ins, and we can have you start Monday morning.  I said I have some questions about the commissions and the commissions, the collections and also the non-compete.  And she said we can go over those on Monday. I just need to get this transferred into digital form, so I can get you log-ins and get you access so can you start having e-mail and training as soon as Monday morning. I said, Sure, and went on about my business.  Q. So, essentially, you told her she could take the handwritten forms that you gave her, convert it to the digital forms we see here in Exhibit 88?  A. Correct.  Q. And were there any documents that you signed as part of the handwritten package that you submitted to Ms. Dotty?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Q. Is the information, looking at this electronic version, correct with respect to your personal information?  A. Yes. Q. And was that likely because you had filled out a handwritten version of this form?  A. Yes. Q. And then turn to the next page that starts on 121?  A. Yes. Q. Do you see at the top where it says "Salary, Sales Commission and Bonus Provisions, Attachment One"?  A. Uh-huh. Q. You have to answer audibly. A. Yes. Q. Was there a Salary, Sales Commission and Bonus Provisions Attachment One that was included in the handwritten package that you submitted to Ms. Doty?  A. Say that one more time.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	I'll take it off the paper application, and I'll get it submitted, that way we can get your log-ins, and we can have you start Monday morning.  I said I have some questions about the commissions and the commissions, the collections and also the non-compete.  And she said we can go over those on Monday. I just need to get this transferred into digital form, so I can get you log-ins and get you access so can you start having e-mail and training as soon as Monday morning. I said, Sure, and went on about my business.  Q. So, essentially, you told her she could take the handwritten forms that you gave her, convert it to the digital forms we see here in Exhibit 88?  A. Correct.  Q. And were there any documents that you signed as part of the handwritten package that you submitted to Ms. Dotty?  A. Not a single thing.  Q. You didn't do a single signature on them?  A. No.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Q. Is the information, looking at this electronic version, correct with respect to your personal information?  A. Yes. Q. And was that likely because you had filled out a handwritten version of this form?  A. Yes. Q. And then turn to the next page that starts on 121?  A. Yes. Q. Do you see at the top where it says "Salary, Sales Commission and Bonus Provisions, Attachment One"?  A. Uh-huh. Q. You have to answer audibly. A. Yes. Q. Was there a Salary, Sales Commission and Bonus Provisions Attachment One that was included in the handwritten package that you submitted to Ms. Doty?  A. Say that one more time. Q. Was there a Salary, Sales Commission and
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	I'll take it off the paper application, and I'll get it submitted, that way we can get your log-ins, and we can have you start Monday morning.  I said I have some questions about the commissions and the commissions, the collections and also the non-compete.  And she said we can go over those on Monday. I just need to get this transferred into digital form, so I can get you log-ins and get you access so can you start having e-mail and training as soon as Monday morning. I said, Sure, and went on about my business.  Q. So, essentially, you told her she could take the handwritten forms that you gave her, convert it to the digital forms we see here in Exhibit 88?  A. Correct.  Q. And were there any documents that you signed as part of the handwritten package that you submitted to Ms. Dotty?  A. Not a single thing.  Q. You didn't do a single signature on them?  A. No.  Q. Why not?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Q. Is the information, looking at this electronic version, correct with respect to your personal information?  A. Yes. Q. And was that likely because you had filled out a handwritten version of this form?  A. Yes. Q. And then turn to the next page that starts on 121?  A. Yes. Q. Do you see at the top where it says "Salary, Sales Commission and Bonus Provisions, Attachment One"?  A. Uh-huh. Q. You have to answer audibly. A. Yes. Q. Was there a Salary, Sales Commission and Bonus Provisions Attachment One that was included in the handwritten package that you submitted to Ms. Doty?  A. Say that one more time. Q. Was there a Salary, Sales Commission and Bonus Provisions Attachment One that was included in
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	I'll take it off the paper application, and I'll get it submitted, that way we can get your log-ins, and we can have you start Monday morning.  I said I have some questions about the commissions and the commissions, the collections and also the non-compete.  And she said we can go over those on Monday. I just need to get this transferred into digital form, so I can get you log-ins and get you access so can you start having e-mail and training as soon as Monday morning. I said, Sure, and went on about my business.  Q. So, essentially, you told her she could take the handwritten forms that you gave her, convert it to the digital forms we see here in Exhibit 88?  A. Correct.  Q. And were there any documents that you signed as part of the handwritten package that you submitted to Ms. Dotty?  A. Not a single thing.  Q. You didn't do a single signature on them?  A. No.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Q. Is the information, looking at this electronic version, correct with respect to your personal information?  A. Yes. Q. And was that likely because you had filled out a handwritten version of this form?  A. Yes. Q. And then turn to the next page that starts on 121?  A. Yes. Q. Do you see at the top where it says "Salary, Sales Commission and Bonus Provisions, Attachment One"?  A. Uh-huh. Q. You have to answer audibly. A. Yes. Q. Was there a Salary, Sales Commission and Bonus Provisions Attachment One that was included in the handwritten package that you submitted to Ms. Doty?  A. Say that one more time. Q. Was there a Salary, Sales Commission and

1 A. I believe so. 2 Q. Turn to the next page, please. Do you see 3 at the bottom of the page there's a Bates stamp that 4 says 122? 5 A. Yes. 6 Q. On that page it says at the top—it says 6 Q. On that page it says at the top—it says 7 Employee Agreement? 6 A. Yes. 9 Q. And what—was there an Employee Agreement that was part of the handwritten package that you submitted to Ms. Davy when you gave her the handwritten package that you submitted to Ms. Davy when you gave her the handwritten package sometime in July of 2011? 2 A. Yes. 9 Q. Did you read the Employee Agreement before given in the top of the branch of the says of the handwritten package that was deer an Employee Agreement before given in the sate of Ms. Davy 2 2 A. Yes. 10 Q. Did you read the Employee Agreement before given in the sate of Ms. Davy 2 2 A. Yes. 11 Q. Did you wanted to discuss with Daty? 12 A. Yes. 13 Q. Mad did you have questions on the Employee Agreement that you wanted to discuss with Daty? 14 A. Yes. 15 A. Yes. 16 Q. Did you area the Employee Agreement before given in sale at 10 did to the other was days of the same of the top of the same in July of 2011? 13 A. Yes. 14 Q. Did you wanted to discuss with Daty? 15 A. Yes. 16 Q. What questions? 17 Q. Mad did you have questions on the Employee Agreement that you wanted to discuss with Daty? 18 A. Yes. 19 Q. What questions? 19 A. Yes. 20 Q. What questions about the commissions. 21 Section that stated if you were on vacation or out of the top of the top of the same in July of Yes. 22 A. Yes, male of the branch, So, yeal, I had concerns worked. And how that commission structure actually worked—what that meant, because there was a leading language that the three was something missing that needed further understanding on how the commission and the bonuses worked. And — as well as the very specific further understanding on how the commission and the bonuse worked. And — as well as the very specific further understanding on how the commission sand the bonuse worked. And — as well as the very specif		Page 226		Page 228
at the bottom of the page there's a Butes stamp that says 1227 S. A. Yes. Q. On that page it says at the top—it says D. A. Yes. Q. On that page it says at the top—it says that was part of the handwritten package that you submitted to Ms. Doty when you gave her the shandwritten package sometime in July of 2011? A. Yes. Q. Dad you read the Employee Agreement before giving it back to Ms. Doty. A. Yes. Q. Dad you read the Employee Agreement before giving it back to Ms. Doty? A. Oh, yes. Q. Dad you have questions on the Employee give give back to Ms. Doty? A. Yes. Q. Dad did you have questions on the Employee Agreement that you wanted to discuss with Doty? A. Yes. Q. Dad you read the Employee Agreement before giving it back to Ms. Doty? A. Yes. Q. Dad did you have questions on the Employee section that stated if you were on vacation or out of the office, that your commissions could be waived or something. There was language that made me go, What?  Page 227  Huh? I've been in sales a long time and I've never seen language like this. And that it was based off of collections.  And how that commissions instructs actually worked— what that meant, because there was leading language that there was something missing that needed further was something missing that needed further understanding on how the commissions within G. And how that commissions within G. S. Ju wanted to have an understanding of whose responsibility it was to collect the money. A Most are well as the very specific language that there was something missing that needed further understanding on how the commissions may the commission issues.  Select Staffing? A. We, that was the start that the house was the bouncems about that, and we discussed those on Monday morning. Q. What was the start date that you had at Select Staffing? A. We, ma'um.  Q. Dot Agust 1st; believe, 2011. A. We did on Monday morning. Q. On Agust 1st; A. Yes, ma'um. Q. So, tell me about those discussions you  A heady. A. Yes, ma'um. A. We did on Monday morning. Q. On Agust 1st; A. Yes, ma'u	1	A. I believe so.	1	fairly busy. So she sat me down at a computer and
says 122?  A. Yes.  Q. On that page it says at the top—it says  Employee Agreement?  A. Yes.  Q. And what—was there an Employee Agreement that was part of the handwritten package that you sustinct of Ms. Doty when you gave her the handwritten package sometime in July of 2011?  A. Yes.  Q. Did you read the Employee Agreement before giving it back to Ms. Doty when you gave her that stated it was part of the Ms. Doty when you gave her that stated it was part of the same that stated it was a say to get the sandwritten package sometime in July of 2011?  A. Yes.  Q. Did you read the Employee Agreement before giving it back to Ms. Doty was part of the same that it was baced off of the office, that you commissions can be the same of the office with the was s—if I recall language in the commissions.  There was—if I recall language in the commissions with of the office, that your commissions could be wised or something. There was language that made me go, What?  Page 227  A Huh? I've been in sales a long time and I've never seen language like this. And that it was based off of office clients.  And how that commission structure actually worked—what that meant, because there was leading language in the commission and the bonuses worked. And—as well as the very specific language in the tomory.  And how that commission structure actually worked—what that meant, because there was leading language in the tomory.  And how that commission structure actually worked—what that meant, because there was leading language in the actually worked—what that meant, because there was leading language in the the monosolication within a should be monosolication, non-compets, she said I had nothing to work of the monosolication of the office of the office, and of t	2	Q. Turn to the next page, please. Do you see	2	said, Watch these webinars these three webinars.
5 Q. On that page it says at the top — it says 6 Employee Agreement? 7 Employee Agreement? 8 A. Yes. 9 Q. And what — was there an Employee Agreement 10 that was part of the handwritten package that you 11 submitted to Ms. Doty when you gave her the 12 bandwritten package sometime in July of 2011? 13 A. Yes. 14 Q. Did you read the Employee Agreement before 15 giring it back to Ms. Doty? 16 A. Oh, yes. 17 Q. And did you have questions on the Employee 18 Agreement that you wanted to discuss with Doty? 19 A. Yes. 10 Q. What questions? 11 Submitted that the vanted to discuss with Doty? 12 A. Yes. 13 A. Yes. 14 Q. Did you read the Employee Agreement before 15 giring it back to Ms. Doty? 16 A. Oh, yes. 17 Q. And did you have questions on the Employee 18 Agreement that you wanted to discuss with Doty? 19 A. Yes. 20 Q. What questions? 21 A. I had questions about the commissions 22 There was — if I recall language in the commission section that stated if you were on vacation or out of the office, that your commissions could be waived or something. There was language that made me go, What? 21 Seen language like this. And that it was based off of collections. 22 So I wanted to have an understanding of whose responsibility it was to collect the money. 23 And how that commissions are that there was something missing that meded further understanding on how the commissions and the bonuses worked. And — as well as the very specific language that there was something missing that meded further understanding on how the commissions and the bonuses worked. And — as well as the very specific language that there was language that there was leading language that there was landung moriting about that, and we discussed those on Monday morning. 24 G. On August 187. 25 Select Staffing? 26 A. August 181, believe, 2011. 27 Q. Did you and Ms. Doty, or anyone else at Select Staffing? 28 Select Staffing? 29 A. Yes, ma'm. 20 Q. On August 187. 20 Q. Not all did you say in response to that? 21 Q. D. Al you and Ms. Doty, or anyone else at Select St	3	at the bottom of the page there's a Bates stamp that	3	I sat down and watched those three webinars. And I
6 Employee Agreement? 7 Employee Agreement? 8 A. Yes. 9 Q. And what — was there an Employee Agreement that push part of the handwritten package that you submitted to Ms. Doty when you gave her the landwritten package sometime in July of 2011? 13 A. Yes. 14 Q. Did you read the Employee Agreement before giving it back to Ms. Doty. 15 giving it back to Ms. Doty. 16 A. Oh, yes. 17 Q. And didy ou have questions on the Employee Agreement that you wanted to discuss with Doty? 18 A. Yes. 19 Q. What questions? 20 Q. What questions? 21 A. I had questions about the commissions. 22 There was — if I recall language in the commission structure actually worked — what that meant, because there was leading language that made me go, What? 21 what the meant, because there was leading language in the non-solicitation within the non-compete and the non-solicitation within 20 Q. What was the start date that you had at 58 Select Saffing? 21 Q. On August 18; Delive, 2011. 22 Q. What was the start date that you had at 58 Select discuss the questions you had? 23 Select Saffing? 24 A. August 1st, I believe, 2011. 25 Q. On August 18; Delive, 2011. 26 A. Oh yes. 27 A. Hand the ment, because there was leading language in the non-solicitation within 15 miles of the branch. So, yeah, I had concerns a about the commission structure actually worked — what that meant, because there was leading language in the non-solicitation within 15 miles of the branch. So, yeah, I had concerns a about that, and we discussed those on Monday morning. 28 A. August 1st, I believe, 2011. 29 Q. Did you and Ms. Doty, or anyone cles at 58 Select discusses the questions you had with the 19 Employee Agreement at any time? 20 A. We did on Monday morning. 21 Q. On August 18; Delive, 2011. 22 Q. On August 18; Delive, 2011. 23 Legic and the money collected as needed, but that was a maderstanding of the proper agreement? 24 A. Ohy was a proposed proposed proper ment? 25 Select Saffing? 26 A. Ohy was a proposed proposed to the company that she came from, and that that was a	4	says 122?	4	believe a couple of hours into the morning she came
Figure Page 1 and	5	A. Yes.	5	in and sat down, and said I believe we started
1	6	Q. On that page it says at the top it says	6	talking about how I liked the webinars, what I
9 Q. And what was there an Employee Agreement that was part of the handwritten package that you as submitted to Ms. Doty when you gave her the 12 handwritten package sometime in July of 2011? 13 A. Yes. 14 Q. Did you read the Employee Agreement before giving it back to Ms. Doty when you gave here a first giving it back to Ms. Doty of A. Oh, yes. 15 Q. And did you have questions on the Employee Agreement before giving it back to Ms. Doty? 16 A. Oh, yes. 17 Q. And did you have questions on the Employee Agreement that you wanted to discuss with Doty? 18 A. Yes. 19 Q. What questions? 20 Q. What questions? 21 There was -if I recall language in the commissions section that stated if you were on vacation or out of the office, that your commissions could be waived or seen language like this. And that it was based off of collections. 21 So I wanted to have an understanding of whose responsibility it was to collect the money. 22 And how that commissions structure actually worked what that meant, because there was leading language that meant pectuage that meant pectuage in the mone-compete and the non-solicitation within 15 Select Staffing? 21 Select Staffing? 22 A. A Quant 1st, I believe, 2011. 23 Select staffing? 24 A. A Quant 1st, I believe, 2011. 25 Employee Agreement at any time? 26 A. A Quant 1st, I believe, 2011. 27 Q. Did you and Ms. Doty, or anyone cles at Select Staffing? 28 A. We did on Monday morning. 29 A. We did on Monday morning. 20 Q. Not guant 1st and we discussed those on Monday morning. 21 Q. On August 1st? 22 Q. On August 1st? 23 Q. On August 1st? 24 A. Yes, ma'm. 25 A. On August 1st? 26 A. A Quant 1st and we discussed on Monday morning. 27 A. Prescription of the branch of the world with the Employee Agreement at any time? 28 A. We did on Monday morning. 29 A. Yes, ma'm. 20 A. We did on Monday morning. 21 Q. On August 1st? 22 Q. On August 1st? 23 Q. On August 1st? 24 A. Yes, ma'm.	7	Employee Agreement?	7	thought, small talk. And I said, Hey, about the
that was part of the handwritten package that you  submitted to Ms. Doty when you gave her the handwritten package sometime in July of 2011?  A. Yes.  Q. Did you read the Employee Agreement before giving it back to Ms. Doty?  A. Oh, yes.  Q. And did you have questions on the Employee Agreement that you wanted to discuss with Doty?  A. Yes.  A. Thad questions about the commissions.  There was - if I recall language in the commission section that stated if you were on vacation or out of the office, that your commissions or account did go - get in credit trouble, that I would, ultimately, be my responsibility that if an account did go - get in credit trouble, that I would continually escalate down, until X amount of days, and you get pretty much zilch. That it would be my responsibility to harness those relationships  Page 227  1 Huh? I've been in sales a long time and I've never seen language like this. And that it was based off of collections.  4 So I wanted to have an understanding of whose responsibility it was to collect the money.  4 And how that commission structure actually worked what that meant, because there was leading language that there was something missing that needed further understanding on how that commission structure actually worked what there was something missing that needed further understanding on how the commission structure actually worked what there was something missing that needed further understanding on how the commission structure actually worked what there was something missing that needed further understanding on how the commission structure actually worked what the work of the part of the p	8	A. Yes.	8	I'm concerned about the commissions. Can you
submitted to Ms. Doty when you gave her the handwritten package sometime in July of 2011?  3 A. Yes.  4 Q. Did you read the Employee Agreement before giving it back to Ms. Doty?  5 A. Oh, yes.  7 Q. And did you have questions on the Employee Agreement that you wanted to discuss with Doty?  8 Agreement that you wanted to discuss with Doty?  9 A. Yes.  9 Q. What questions?  10 Q. What questions about the commissions.  11 Experiment the would with the section that stated if you were on vacation or out of the office, that your commissions could be waived or something. There was language that made me go, What?  10 A. There was language that made me go, What?  11 Seele language like this. And that it was based off of collections.  12 So I wanted to have an understanding of whose responsibility it was to collect the money.  13 A. The didn't need to worry about the commission second be waived or something. There was language that made me go, What?  12 There was if I recall language in the commission scould be waived or something. There was language that made me go, What?  14 What was the start did to that was based off of collections.  15 Whose responsibility it was to collect the money.  16 And how that commission structure actually worked—what that meant, because there was leading language that there was something missing that needed further understanding on how the commissions and the bonuses worked. And—as well as the very specific language in the non-compete and the non-solicitation within of the mon-compete and the non-solicitation within of the mon-compete and the non-solicitation within of the mon-compete and the non-solicitation within of the world was the start date that you had at the select discuss the questions you had with the employee Agreement?  12 Q. Did you and Ms. Doty, or anyone else at the Employee Agreement provided the policial package, that is just very broad for the whole entire nation, and there are some states that are not applicable and there are some states that are not applicable and there	9	Q. And what was there an Employee Agreement	9	explain? And she said, Oh, yes. She pulled out some
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A. Yes, ma'am.  22 Q. And did you have a discussion about whether  23 Q. So, tell me about those discussions you  24 had?  29 Q. And did you have a discussion about whether  29 you would sign the Employee Agreement or not?  20 A. I never thought or saw the Employment	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	seen language like this. And that it was based off of collections.  So I wanted to have an understanding of whose responsibility it was to collect the money.  And how that commission structure actually worked what that meant, because there was leading language that there was something missing that needed further understanding on how the commissions and the bonuses worked. And as well as the very specific language in the non-compete and the non-solicitation within 15 miles of the branch. So, yeah, I had concerns about that, and we discussed those on Monday morning.  Q. What was the start date that you had at Select Staffing?  A. August 1st, I believe, 2011.  Q. Did you and Ms. Doty, or anyone else at Select discuss the questions you had with the Employee Agreement at any time?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	would be administered through her, to give me forewarning of when I needed to contact those clients.  Q. Did those satisfactorily answer your questions about the commission issues?  A. The commission issues, yes.  Q. What other things did you talk about with  Ms. Doty, with respect to the Employee Agreement?  A. When I asked her about the  non-solicitation, non-compete, she said I had nothing to worry about. They were not enforceable in New  Mexico, and told me some kind of story about the company that she came from, and that that was that this was a nationwide application package, that is just very broad for the whole entire nation, and there are some states that are not applicable and wouldn't apply. And I didn't need to worry about it, New Mexico was one of them.
Q. So, tell me about those discussions you  you would sign the Employee Agreement or not?  A. I never thought or saw the Employment	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	seen language like this. And that it was based off of collections.  So I wanted to have an understanding of whose responsibility it was to collect the money.  And how that commission structure actually worked what that meant, because there was leading language that there was something missing that needed further understanding on how the commissions and the bonuses worked. And as well as the very specific language in the non-compete and the non-solicitation within 15 miles of the branch. So, yeah, I had concerns about that, and we discussed those on Monday morning.  Q. What was the start date that you had at Select Staffing?  A. August 1st, I believe, 2011.  Q. Did you and Ms. Doty, or anyone else at Select discuss the questions you had with the Employee Agreement at any time?  A. We did on Monday morning.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	would be administered through her, to give me forewarning of when I needed to contact those clients.  Q. Did those satisfactorily answer your questions about the commission issues?  A. The commission issues, yes.  Q. What other things did you talk about with  Ms. Doty, with respect to the Employee Agreement?  A. When I asked her about the  non-solicitation, non-compete, she said I had nothing to worry about. They were not enforceable in New  Mexico, and told me some kind of story about the company that she came from, and that that was — that this was a nationwide application package, that is just very broad for the whole entire nation, and there are some states that are not applicable and wouldn't apply. And I didn't need to worry about it,  New Mexico was one of them.  Q. What did you say in response to that?
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	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	seen language like this. And that it was based off of collections.  So I wanted to have an understanding of whose responsibility it was to collect the money. And how that commission structure actually worked what that meant, because there was leading language that there was something missing that needed further understanding on how the commissions and the bonuses worked. And as well as the very specific language in the non-compete and the non-solicitation within 15 miles of the branch. So, yeah, I had concerns about that, and we discussed those on Monday morning.  Q. What was the start date that you had at Select Staffing?  A. August 1st, I believe, 2011. Q. Did you and Ms. Doty, or anyone else at Select discuss the questions you had with the Employee Agreement at any time?  A. We did on Monday morning. Q. On August 1st? A. Yes, ma'am.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	would be administered through her, to give me forewarning of when I needed to contact those clients.  Q. Did those satisfactorily answer your questions about the commission issues?  A. The commission issues, yes.  Q. What other things did you talk about with  Ms. Doty, with respect to the Employee Agreement?  A. When I asked her about the  non-solicitation, non-compete, she said I had nothing to worry about. They were not enforceable in New  Mexico, and told me some kind of story about the company that she came from, and that that was that this was a nationwide application package, that is just very broad for the whole entire nation, and there are some states that are not applicable and wouldn't apply. And I didn't need to worry about it,  New Mexico was one of them.  Q. What did you say in response to that?  A. Okay.  Q. And did you have a discussion about whether
A. I first went into the office, and she was 25 Agreement again, because, apparently, when I gave her	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	seen language like this. And that it was based off of collections.  So I wanted to have an understanding of whose responsibility it was to collect the money. And how that commission structure actually worked what that meant, because there was leading language that there was something missing that needed further understanding on how the commissions and the bonuses worked. And as well as the very specific language in the non-compete and the non-solicitation within 15 miles of the branch. So, yeah, I had concerns about that, and we discussed those on Monday morning.  Q. What was the start date that you had at Select Staffing?  A. August 1st, I believe, 2011.  Q. Did you and Ms. Doty, or anyone else at Select discuss the questions you had with the Employee Agreement at any time?  A. We did on Monday morning.  Q. On August 1st?  A. Yes, ma'am.  Q. So, tell me about those discussions you	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	would be administered through her, to give me forewarning of when I needed to contact those clients.  Q. Did those satisfactorily answer your questions about the commission issues?  A. The commission issues, yes.  Q. What other things did you talk about with  Ms. Doty, with respect to the Employee Agreement?  A. When I asked her about the non-solicitation, non-compete, she said I had nothing to worry about. They were not enforceable in New  Mexico, and told me some kind of story about the company that she came from, and that that was that this was a nationwide application package, that is just very broad for the whole entire nation, and there are some states that are not applicable and wouldn't apply. And I didn't need to worry about it,  New Mexico was one of them.  Q. What did you say in response to that?  A. Okay.  Q. And did you have a discussion about whether you would sign the Employee Agreement or not?
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#### Page 230 Page 232 1 1 permission to take my paper application and put it on A. Yes. 2 2 a digital form, I guess at the same time it was Q. I'm talking about the Employee Agreement 3 3 assumed, without thinking, that there was digital that starts on 122. This is the new hire packet, 4 4 Exhibit 88, and it has many different documents, an signatures on that. And it was never a second 5 application, Employment Agreement. We looked at a thought. It was just, Okay, and business as usual. 6 And we moved forward. However, there was some typos, notice, right? 7 I believe, which now gives me greater even concern. A. Yeah. Q. So -- are you saying that something in this There actually came a point that there was 9 9 package asked for which name you preferred? a bit of language that said I wasn't hireable because 10 10 A. Yes. my Social Security number came back ineligible for 11 11 Q. So it's not necessarily the Employee hire, and something with the eVerify and the I-9. 12 12 And they had also -- and also, I think Agreement? 13 13 A. And instead of putting "Shaun" there, they there is a part in here that says, Name you prefer to 14 14 go by. And on my handwritten application I put put "Larry" there, and that's how the Larry. Shepherd 15 15 thing, and everything got messed up. Shaun, and I believe on the transfer of the 16 Q. Do you remember which particular form that 16 information they put in Larry. And there was a 17 17 number or two transposed in my Social Security was in? 18 18 A. I thought you were just asking me to take a number, and it kicked it back. And I think by 19 19 look at it and find it. Tuesday or Wednesday there was an e-mail saying that 20 20 Q. No, I thought you were saying it was in the there was -- I was ineligible for employment in the 21 21 Employee Agreement, and I didn't see it there. If United States. 22 22 Q. Where is it in the employee agreement where you are telling me it is somewhere in this packet, 23 23 that's okay. I just wanted to know if you were sure it says what name you prefer to go by? 24 24 it was the Employee Agreement or not? A. I don't know. I just remember, because 25 25 A. It was somewhere in this packet. that I specifically had to put something down that my Page 231 Page 233 1 1 O. So -name -- I needed to make sure that I put down the 2 name of choice or something like that. And, in fact, A. To the best of my recollection. all of my e-mail and, all of my accounts, and all of Q. But you don't remember which particular 4 my log-ins were originally set up under document it was in? 5 A. I do not. Larry.Shepherd, and they had to -- it took them a 6 Q. Can you go back to the Employee Agreement couple days to figure it out, but there were numbers 7 that starts on 122, please? transposed between application, I-9, and that they 8 8 got my e-mail and my whole entire, like, employee A. Yes. 9 9 name, accounts, everything, under Larry Shaun Q. Irrespective of whether you signed the 10 10 Shepherd, and it was not supposed to be Larry Shaun employment agreement, were there particular 11 11 provisions of the employee agreement that you agreed Shepherd. We had to go back and redo something, 12 12 including, I think, an I-9 and eVerify. And then my to, and particular provisions you did not agree to? 13 13 A. Well, the only part I didn't agree to, e-mail account was initially set up as 14 14 larry.shepherd@selectstaffing.com and it took them based off of my lack of signature on the original 15 15 about a week or two to figure all of that out. But I form, and what Terrie Doty told me based on my hire, 16 never suspected anything. 16 was the non-solicitation, non-compete language within 17 17 Q. Are you sure it was on the Employee 18 18 Q. So why don't you tell me -- do you see the Agreement, or could it have been on some other form? 19 19 A. It could have been. But to the best of my heading that says Trade Secret Confidentiality 20 20 Information? recollection --21 21 Q. Well, look at the Employee Agreement here 22 22 and tell me where that is? Q. Can you read subparagraph B under that, and 23 23 tell me whether you agreed to that provision or not? A. All right. 24 24 Q. What are you looking at right now, the A. "Employee agrees that all such trade 25 25 application? secrets/confidential information, even the clients

and temporary workers developed, obtained or recruited by employee, or with whom which beaks may dealt with while heaks te employee the property of Select Staffing and not employee. Both during employment with Select Staffing and for a period of five years after his her employment with Select Staffing and, employee will not use, disclose or divulge Select Staffing and for a period for the years after his her employment with Select Staffing and, employee will not use, disclose or divulge Select Staffing are not select staffing.  Q. Did you agree to that subparagraph But's part of the Employee Agreement. A. I can't say that I did. Q. Do you remember one way or another, or are you saying you didn't agree to si? A. Arything — this is the whole language that is leading to the Employee Agreement which is continued to the non-solicitation. So there is not any signature that is on this. So, no, I did not agree to the word "Select." I did not agree to the series of language prophyous paragraph by be arrive porty told me. A. Tan't say that I did. A. I gut select staffing or phylory.  Page 2.35  Page 2.35  Page 2.35  Page 2.35  Page 2.37  Page 2.3		Page 234		Page 236
z recentited by employee, or with whom which he/she may deal with while he/she is employeed by Select Staffing are, and shall remain, the property of Select suffing and not employee. Both during employment with Select Staffing and for a period of five years after his/her employment with Select Staffing ends, employee will not use, disclose or divulge Select Staffing's finds excrets confidential information, except as needed to perform his/her duties during comployment with Select Staffing.  Q. Did you agree to that subparagraph B that's part of the Employee Agreement which is is leading to the Employee Agreement which is is leading to the Employee Agreement which is is leading to the Employee Agreement which is continued to the non-solicitation or non-compete language? A. Is this language that's leading up to the non-solicitation or non-compete language? Q. What do you marge to that provision?  Page 235  Page 237  A. Is that part one of part two, or part one of two, three, four and engoing employees. Q. Dad you agree to that provision? A. Is that part one of part two, or part one of two, three, four and engoing employees. Q. Dad you agree to that provision? A. I can't say that I did. Q. And did you agree to ith whole section, paragraph B or nor? A. I can't say that I did. Q. And did you agree to ith whole section, paragraph B or nor? A. I can't say that I did. Q. And did you agree to ith whole section, paragraph B or nor? A. I dain't have out don't remember one way or another, Q. And did you agree to ith whole section, paragraph B or nor? A. I dain't have out don't remember one way or another, Q. And did you agree to ith whole section, Q. And did you agree to ith whole section, paragraph B or nore. A. I dain't have used the four this part of it does another, or you did not agree to it, Q. And did you agree to that provision within Page 237  A. I dain't have the four a support of the paragraph B or nore. Confidentially information? A. I guesal low did n	1	and temporary workers developed, obtained or	1	manager tells me, point blank to my face, that the
deal with while he/she is employed by Select Staffing a ra, and shall remain, the property of Select Staffing and not employee. Both during employment with Select Staffing and for a period of five years after his/her employment with Select Staffing ands, employee will not use, disclose or divulge Select employee will not use, disclose or divulge Select employee will not use, disclose or divulge Select part of the Employee Agreement.  A. I can't say that I did.  O. Do you remember one way or another, or are you saying you didn't agree to it?  A. Anything — this is the whole language that is leading to the Employee Agreement which is continued to the non-solicitation. So there is not any signature that is on this. So, no, I did not agree to this specific language when it comes to— because Terric Doty told me this part of it does paply.  Q. She told you that you didn't have to keep gargees he/she will not solicit any Select Staffing employees. Q. Did you agree to that provision? A. I shis language gethat's leading up to the anon-solicitation or non-compete language?  A. I shap art one of part two, or part one of the paragraphs understing there are particular paragraphs that you agreed to.  Are you telling me you didn't agree to any of the paragraphs under the Trade Secret's Confidentiality Information?  A. Not only a understand what Terric Doty told me.  Q. Are there any other ways, other than by authority of contract or the authority of signature, that you agreed to my of the provisions that are under the Trade Secret's confidential of the paragraphs understand what Terric Doty told me.  MR. STANFORD: Quick objection. Form.  Foundation.  Go ahead.  A. Is this language that's leading up to the anon-solicitation or non-compete language?  A. Is the part one of part two, or part one of the paragraph and asking if there are particular paragraphs understand what Trave to keep you shall not solicit any Select Staffing employees.  A. I guess I would have to read if from top to because from you did not agree to it, or you	2		2	
are, and shall remain, the property of Select  Staffing and not employee. Both during employment with Select Staffing and for a period of five years after his/her employment with Select Staffing ends, employee will not use, disclose or divules Select Staffing's trade secrets/confidential information, except as needed to perform his/her duties during employment with Select Staffing."  Q. Did you agree to that subparagraph B that's part of the Employee Agreement.  A. I can't say that I did. Q. Do you remember one way or another, or are you saying you didn't agree to it? A. Anything - this is the whole language that is leading to the Employee Agreement which is continued to the non-solicitation. So there is not agree to this specific language when it comes to - garge to this specific language when it comes to - garge to this specific language when it comes to - garge to this specific language when it comes to - garge to this specific language when it comes to - garge to this specific language when it comes to - garge to this specific language when it comes to - garge to this specific language when it comes to - garge to this specific language when it comes to - garge to this specific language when it comes to - garge to this specific language when it comes to - garge to this specific language when it comes to - garge to this specific language when it comes to - garge to this specific language when it comes to - garge to this specific language when it comes to - garge to this specific language when it comes to - garge to this specific language when it comes to - garge to this specific language when it comes to - garge to this specific language when it comes to - garge to this specific language when it comes to - garge to this specific language when it comes to - garge to this specific language when it comes to - garge to this specific on this section, garge to the your agreed to with the specific on this section, garge to the void specific or the provision state are the provision that are the full me.  Q. She told	3		3	· · · · · · · · · · · · · · · · · · ·
s Staffing and not employee. Both during employment with Select Staffing and for a period of five years after his/her employment with Select Staffing and, employee will not use, disclose or divulge Select Staffing's trade secrets/confidential information, cexcept as needed to perform his/her duties during cemployment with Select Staffing."  A. I can't say that I did.  O. Do you remember one way or another, or are you saying you didn't agree to it?  A. Anything — this is the whole language that is leading to the Employee Agreement which is continued to the non-solicitation. So there is not any signature that is on this. So, no.1 did not agree to this specific language when it comes to— because Terric Poty told me this part of it does agree to this specific language when it comes to— because Terric Poty told me this part of it does agree to this specific language when it comes to— because Terric Poty told me this part of it does agree to this specific language when it comes to— because Terric Poty told me this part of it does agree to this specific language when it comes to— because Terric Poty told me this part of it does agree to this specific language when it comes to— because Terric Poty told me this part of it does agree to this specific language when it comes to— because Terric Poty told me this part of it does agree to this specific language when it comes to— because Terric Poty told me this part of it does agree to this specific language that selding up to the non-solicitation or non-compete language?  Q. What do you mean by that?  A. Is this language that's leading up to the non-solicitation or non-compete language?  Q. What do you agree to that provision?  A. I and this thy to didn't agree to it, and for one year after, Select Staffing employees  Q. Did you agree to that provision?  A. I and this type of the provision that are the provision to the temployee Agreement?  A. I did not agree to it.  A. I and think there's — I think it's common sense agreement?  A. I did not agree to it.  A. I did not agree	4		4	
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after his/her employment with Select Staffing emds, employee will not use, disclose or divulge Select staffing's trade secrets/confidential information, except as needed to perform his/her duties during employment with Select Staffing."  Q. Did you agree to that subparagraph B that's and the Employee Agreement.  A. A card say that I did.  Q. Do you remember one way or another, or are you saying you didn't agree to it?  A. Anything — this is the whole language that is leading to the Employee Agreement which is continued to the non-solicitation. So, no, I did not agree to this specific language when it comes to—agree to this specific language when it comes to—agree to this specific language when it comes to—because Terrie Doty told me this part of it does apply.  Page 235  Page 235  Page 235  Page 237  Page 237  A. Is this language that's leading up to the non-solicitation or non-compete language?  Q. What do you mean by that?  A. Right here, during employment — part C, and for one year after, Select Staffing employee agrees hes/she will not solicit any Select Staffing employees.  Q. Did you agree to that provision?  A. Is that part one of part two, or part one of two, three, four and ongoing.  Q. I'm just asking you whether you agreed to do from tremember one way or another?  A. I did not agree to it.  A. I can't say that I did.  Q. Is it that you can't remember one way or another?  A. I did not agree to it.  A. I did not agree t	6		6	
semployee will not use, disclose or divulge Select Staffing's trade secretisconfactal information, complexes a needed to perform his/her duties during employment with Select Staffing."  Q. Did you agree to that subparagraph B that's  A. I can't say that I did.  A. I can't say that I did.  A. Anything - this is the whole language that  is is leading to the Employee Agreement which is continued to the non-solicitation. So there is not any signature that is on this. So, no, I did not any signature that is on this. So, no, I did not any signature that search so this specific language when it comes to— because Terrie Doty told me this part of it does apply.  Page 235  The page 235  Page 235  Page 235  Page 237  A. I guess I would have to read it from top to bottom to really clearly understand what I'm saying yes and not, but if we're specific on this section, no.  Page 237  A. Is this language that is on this part of it does apply.  A. Is this language that's leading up to the non-solicitation or non-compete language? A. Is that part one of part two, or part one of two, three, four and ongoing.  Q. What do you mean by that?  A. I can't say that I did. A. I did not agree to it. A. Right here, our and ongoing. A. I did not agree to it. A. I did n	7		7	
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another, or you did not agree to it?  21 the Employee Agreement that we're looking at?  22 A. I did not agree to this whole section,  23 because all of this language is tied to a  24 non-solicitation or a non-compete provision within  25 the Employee Agreement that we're looking at?  A. I'm not sure I really understand exactly.  Q. What part of subsection B, under the Trade  24 Secret/Confidentiality information has to do with a		A I coult correspond I did	19	common sense agreement.
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	20 21	<ul><li>Q. Is it that you can't remember one way or another, or you did not agree to it?</li><li>A. I did not agree to this whole section,</li></ul>	21	<ul><li>Q. Okay. But you didn't make it as a part of the Employee Agreement that we're looking at?</li><li>A. I'm not sure I really understand exactly.</li></ul>
	20 21 22 23	<ul><li>Q. Is it that you can't remember one way or another, or you did not agree to it?</li><li>A. I did not agree to this whole section, because all of this language is tied to a</li></ul>	21 22 23	<ul><li>Q. Okay. But you didn't make it as a part of the Employee Agreement that we're looking at?</li><li>A. I'm not sure I really understand exactly.</li><li>Q. What part of subsection B, under the Trade</li></ul>

non-solicit or non-compete obligation?

this agreement, therefore, if my manager -- my hiring

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